

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
BERKLEY SCHOOL DISTRICT
AND THE
BERKLEY EDUCATIONAL
SECRETARIES ASSOCIATION, MEA/NEA

2012-13

2013-14

2014-15

AGREEMENT

This Agreement is made and entered into this 9th day of July, 2012 by and between the Board of Education of the Berkley School District, thereafter called the "Board" and Berkley Educational Secretaries Association/MESPA-MEA hereinafter called the "Association".

ARTICLE I

Recognition

Section 1. The Board hereby recognizes the Association as the exclusive Representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment, for all secretarial and clerical personnel both full-time and part-time, who are employed by the Berkley School District, with the exception of the Executive Assistant to the Superintendent, the Executive Assistants to the Deputy Superintendent of Finance, Facilities and Operations, the Assistant Superintendent of Curriculum, Technology, Assessment and Grants, the Director of Schools and Human Resources, and the Purchasing Assistant pursuant to Act #379 of the Public Acts of 1965, amended.

Section 2. During the term of the Agreement, the Board agrees that it will not enter into negotiations with any organization or individual other than the Association with respect to wages, hours, and other terms and conditions of employment for secretaries covered under this Agreement.

ARTICLE II

Agency Shop

Section 1. Each secretary shall, as a condition of employment, on or before thirty (30) days from the date of permanent employment or the effective date of this Agreement, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

Section 2. (See Appendix D)

Section 3. In the event a secretary does not join the Association or pay the service fee directly to the Association, the Board shall, at the request of the Association, terminate the employment of such bargaining member forthwith. The parties expressly agree that the failure of any secretary to comply with the provisions of this Article is just cause for discharge from employment. (See Appendix D)

Section 4. The Association shall in all cases of noncompliance with this article, notify the secretary by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten (10) days of compliance, and shall further advise the secretary that a request for discharge may be filed with the Board in the event compliance is not effected.

Section 5. In the event of any legal action against the Board brought in a court or administrative agency because of the Board's compliance with the article, the Association agrees to defend such action, at its own expense and with its own counsel.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct result of the employer's compliance with this article.

ARTICLE III

Board Rights

Section 1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

A. Manage and control its business, its equipment and its operation and to direct the working forces and affairs of the Board.

B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business of school hours or days.

C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.

D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work and the institution of new and/or improved methods or changes therein.

E. Adopt reasonable rules and regulations after consultation with the Association, where rules and regulations affect the secretaries in the Association.

F. Determine the qualifications of employees, including physical conditions.

G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

J. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from secretaries as specifically provided for in this Agreement.

K. Determine the policy affecting the selection, testing as jointly developed with the Association, or training of secretaries providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE IV

Strike Prohibition

The Association acknowledges that it is unlawful for any secretary or secretaries to cause, engage in or sanction any strike or refuse to perform the duties of his/her employment, pursuant to ACT #379 of the Public Acts of 1965, amended.

ARTICLE V

Fair Practices

Section 1. The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, sexual orientation, age, marital status or handicapped status and to represent all secretaries without regard to membership or participation in, or association with the activities of any secretarial organizations.

Section 2. The Board agrees to continue its policy of not discriminating against any secretary on the basis of race, creed, color, national origin, gender, sexual orientation, age, marital status, handicapped status or membership or participation in, or association with the activities of any secretarial organization in the hiring or placement of secretarial personnel.

ARTICLE VI

Grievance Procedure

Section 1. Definitions

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract.
- B. The "aggrieved person" is the person or persons making the claim.

- C. The term "secretary" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is a secretary or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" shall mean work days, excluding vacation periods.
- F. "Association representative" is a person selected by the Association executive board to represent a secretary in grievance matters.

Section 2. Purpose

- A. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance arising under this Agreement.
- B. A grievance may be filed and presented by a secretary or by the Association acting through its representatives. Any individual secretary may present a grievance and have the grievance adjusted without intervention of the Association up to but not including Level Four of the procedure specified herein, if the adjustment of the grievance is not inconsistent with the terms of this Agreement. The Association will be given an opportunity to be present at such adjustment, and at all meetings/ hearings which may take place, and will be given copies of all documents and correspondence pertaining to the matter as permitted by the grievant, provided, however, that the adjustment of a grievance between the Board, or its designated representatives, and an individual secretary shall not preclude the Association from filing its own grievance with respect to the same subject.
- C. Both parties agree that these procedures shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any secretary with a grievance to discuss the matter informally with any appropriate member of the administration, as described in Section 5 of the Article.

Section 3. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this Agreement or any policy concerning secretaries' wages, hours and other terms and conditions of employment, except as otherwise provided herein.

Section 4. All grievances shall be processed in the following manner:

Level One: Any secretary having a grievance shall, within fifteen (15) work days from the occurrence of the event, or the date upon which the secretary or the Association should reasonably become knowledgeable of the violation, serve a written grievance upon their supervising administrator and discuss the same with their supervising administrator, either individually or together with their Association representative. The supervising administrator shall attempt to resolve the same and shall render the disposition in writing within ten (10) days after the date of presentation.

Level Two: In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) days after the date of the presentation of the written grievance in Level One, the aggrieved person may submit their grievance to the Superintendent of Schools or his/her designee within ten (10) days of the receipt of the disposition in Level One. Within ten (10) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the parties and render a written decision.

Level Three: In the event the aggrieved person is not satisfied with the disposition of their grievance at Level Two, they may within ten (10) days of the receipt of the Level Two disposition, refer the grievance to the Board of Education's review committee. This committee shall be composed solely of members of the Board of Education or its designated representatives: provided, however, that at least one member of the Board of Education shall be a member of said committee. Within ten (10) calendar days from the receipt of the written referral to the Board, its review committee shall meet with the Association representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered, in writing, within ten (10) days of such meeting.

Level Four: In the event the grievance is not satisfactorily resolved at Level Three, the Association may submit the grievance to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within ten (10) days following the disposition of the grievance under Level Three. Following the written notice to the request for submission to arbitration, the Association and a committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the

arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall render his/her opinion with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the Agreement.

- A. He/she shall have no power to change the legal substance of this Agreement
- B. He/she shall have no power to establish salary scales.
- C. The Board shall indemnify and save harmless the Association from Any and all claims, demands, suits, and other forms of liability by reason of any action resulting from this Article.

Section 5. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representatives, and the aggrieved secretary or the Association.

Section 6. If a grievance affects a group of secretaries or the bargaining unit as a whole, the Association may submit such grievance, in writing, to the Superintendent, or his/her designee, directly, and the processing of such grievance shall commence at Level Two.

Section 7. Secretaries shall not leave their assigned duties to discuss or process grievances unless they have requested and received permission to do so from their supervisor and/or the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations.

Section 8. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association representative, the grievance affects a group of secretaries, the Association may process the grievance with the permission of the aggrieved at the appropriate level.

Section 9 No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

ARTICLE VII

Working Schedules and Conditions

Section 1. The work day for full-time (52 week) secretaries shall be eight or seven and one-half hours, exclusive of the lunch hour. For the period when school is not in session, the work day shall be eight or seven and one-half hours, exclusive of the lunch period of one-half hour. The work schedule for less than fifty-two (52) week employees shall be as indicated in Appendix A of this Agreement. Flex-time shall be permitted as mutually arranged between the employee and his/her immediate supervisor.

Section 2. Secretaries will be provided a fifteen (15) minute relief period in the morning and in the afternoon.

Section 3. At the request of the building principal, his/her secretary or a designee will work the evening conferences with compensatory time scheduled to coincide with that identified for teachers in the district calendar.

Section 4. Secretaries will not be expected to make administrative decisions.

Section 5. An administrator or custodian shall be on duty at all times when a secretary is required to work in the building.

Section 6. Absences from work must be reported by the secretary to his/her immediate supervisor and to a central number as may be designated. In the event regularly employed personnel must be absent for any reason, substitute assistance will be employed as necessary and as determined by the immediate supervisor in consultation with the absent employee. Regularly employed personnel shall not be required to act as a substitute. However, less than full-time secretaries shall be given first option to assume substitute positions within their building(s) at their current hourly contractual rate.

Section 7. All secretaries shall be given the option of receiving a Hepatitis B vaccine provided by the district.

Section 8. Secretaries shall not be held responsible for loss of school

property or student property, either within the school or while on official school business, unless the Board or its designee has reasonable cause to believe the secretary has been negligent. If a secretary is found to be not negligent during any proceeding against him/her, all legal fees incurred by the secretary in his/her defense will be paid by the Board.

Section 9. In the event criminal or civil proceedings are brought against any secretary in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel, and, in the event the secretary ultimately is found not guilty, the Board will fully reimburse the secretary and/or the Association for legal fees expended. The secretary and/or the Association shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the secretary and/or Association, excluding any legal fees paid by insurance or other sources.

ARTICLE VIII

Holidays

Section 1. The following paid holidays shall be granted to all secretaries if they fall within their contractual period of employment.

2012/2013

Independence Day, July 4
Friday before Labor Day, August 31
Labor Day, September 3
September 17, 18, 26 (Jewish Holidays)
November 22, 23
December 24, 25, 26, 27, 28, 31
January 1, 2, 21
March 29
May 27

2013/2014

Independence Day, July 4
Friday before Labor Day, August 30
Labor Day, September 2
November 28, 29
December 23, 24, 25, 26, 27, 30, 31
January 1, 20
April 18, 21,
May 26

2014/2015

Independence Day, July 4
Friday before Labor Day, August 29
Labor Day, September 1
September 25, 26 (Jewish Holidays)
November 27, 28
December 22, 23, 24, 25, 26, 29, 30, 31
January 1, 2, 19
April 3
May 25

As an exception to the above, fifty-two (52) week secretaries may be required to work one (1) day during Winter recess. The selection of the day will be arranged between the secretary and his/her immediate supervisor. Further, any secretary required to work under this provision shall be granted one (1) day of compensatory time.

Section 2. If a secretary works on a holiday, he/she will receive regular daily holiday pay, plus his/her daily rate of pay for the number of hours worked (guaranteed minimum four (4) hours) or, at the secretary's option, one (1) compensatory day.

ARTICLE IX

Vacations

Section 1. All twelve (12) month secretaries will be granted non-cumulative vacation without loss of pay as follows:

1-4 years	- 10 days
5-9 years	- 15 days
10 years	- 16 days
11 years	- 17 days
12 years	- 18 days
13+ years	- 20 days

Section 2. Secretaries who work less than twelve (12) months per year shall have, at their option, their salary distributed in such a manner as to avoid lapse of pay during school break periods.

Section 3. Twelve (12) month secretaries may take vacation time during the regular school year. All secretaries who are normally scheduled to work during a school recess for students will have the option of utilizing vacation time during that period or accepting the time off without pay or working. Further, any day in which schools are officially closed because of inclement weather or other administrative action, secretaries may report to work at the discretion of their supervisor or administrator. If they are asked and report to work on these days, secretaries shall receive one (1) compensatory day in addition to their regular pay. Those unable to report shall receive full pay for that day and have no deductions made from their leave bank or vacation entitlement.

Section 4. Eligibility for one's vacation period will be computed as of his/her

anniversary date. The total number of vacation days for use will be available on July 1 each year.

- A. A twelve (12) month employee who separates his/her service from the district (other than lay-off) prior to the end of the school year, and has used all of his/her vacation hours, shall reimburse the district for used vacation time on a prorated scale.

Section 5. Secretaries shall be credited with all previous years of service in determining vacation time. When secretaries change from less than a 52-week classification, the total months of service shall be divided by 12 and this figure shall be used as a base to determine the years and months of service to the Board.

Section 6. If a secretary is laid off or retires, he/she will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.

Section 7. Vacation days shall be used on or before June 30th of the school year in which they were allocated to a member's vacation bank. Vacation time may not be postponed from one year to the next, except with administrative approval.

Section 8. The Board shall provide payment for up to five (5) unused vacation days per year. The payment for each day shall be equal to the employee's daily rate.

ARTICLE X

Vacancies, Transfers, Reduction in Staff, and Promotions

Section 1 – SENIORITY

A. Seniority shall be defined as the total time a secretary has been a member of the bargaining unit (subject to Section 1 above) and excluding time while on unpaid leave of absence. Commencing July 1, 1985, and from that point forward, seniority shall not be accrued during the time in which a secretary is an exempt secretary as defined in Article 1, Section 1.

B. New secretaries shall be considered probationary employees until they have completed ninety (90) calendar days of employment. There shall be no seniority among probationary secretaries. Seniority shall accumulate from the date of employment once a secretary has successfully completed the probationary period.

C. Secretaries who satisfactorily complete the probationary period will be evaluated once per year, every three (3) years as outlined in Article XV, Section 3.

D. A probationary secretary whose performance evaluation is unsatisfactory may be terminated prior to or at the conclusion of the ninety (90) day probationary period

Section 2 - TRANSFER

A transfer is a lateral change within the same salary classification and job description. Transfers may be requested by a secretary at any time and such transfer requests shall remain valid for a period of six (6) months.

In the event of a school or office closing, secretaries affected shall be notified of such closing, as specified in Article X, Section 7, A, and shall have the first opportunity to request a transfer to an open position

Section 3 - PROMOTION

A. A promotion is a movement to a higher classification than one in which the secretary is currently employed.

B. A promotion to a higher classification will be to the same experience step that the employee is on prior to the promotion upon the satisfactory demonstration of skills required for job performance.

Section 4. The authority for effecting all reductions in staff, promotions and category reclassifications shall rest with the Superintendent or his/her representative. Category reclassifications will be made only after negotiation with the Association, who will be notified before the fact, in writing, of transfers, reductions in staff or promotions.

Section 5 - VACANCIES

A. In the event a new permanent position is established, not presently covered in the classification schedule, the Association and the Board's designee will meet to clarify responsibilities and negotiate compensation for the new position based on the job description of the new position, before the position is filled through the posting procedure on a permanent basis.

B. Posting for a vacant position may be made within five (5) days of the administration's knowledge that a vacancy will exist, but no later than one (1) month prior to when the actual vacancy is known and scheduled to occur. During the summer

months, the postings will be issued for ten (10) working days and sent to each secretary by mail or personal e-mail, if provided to Human Resources.

In the event the District needs to reduce staff for the next school year, any vacant position that becomes available March 1 or later shall not be posted and will be available for the displacement process outlined in Section 7, C of this Article.

C. Secretaries desiring to be considered for the announced vacancy must make written application to the designated administrative office prior to the posted application deadline.

D. The most senior applicant meeting the posted qualifications shall be awarded the position. An applicant shall not be required to re-qualify and/or retest if the position is equivalent to a lateral move.

However, if requested, an employee who transfers to a new position shall be provided with a reasonable amount of training time (i.e., 2 days) in which to fulfill the responsibilities of the new assignment.

If the employee, or the immediate supervisor believes additional training is required, a request can be made to the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations. Such request shall be in writing and would identify the areas of responsibility for which additional training is requested. Approval of such requests shall be at the discretion of the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations and not subject to the grievance process.

This provision may be impacted by the outcome of the work referenced in the Letter of Understanding (Evaluation/Criteria Committee).

E. External candidates shall only be considered when there are no internal candidates qualified for the posted position.

F. The Association will be notified in writing of the name of the successful candidate.

Section 6 – CLASSIFICATION CHANGE

A. In the event the level of responsibilities or duties change in an existing position as identified by either or both parties, the Association and the Board's designee will convene to negotiate levels of responsibilities, change of duties, and compensation for the changes.

B. The secretary in said position shall remain in the position without posting assuming he/she meets the minimum qualifications of the redefined position.

C. In the event the secretary does not meet the minimum qualifications, the administration shall develop an Enrichment Plan designed to provide the secretary with the necessary support to upgrade his/her skills and therefore meet the qualification requirements. This support shall be provided at Board expense as mutually arranged and may include in-service and instructional assistance (course work).

D. The secretary shall be required to fully participate in all aspects of the enrichment plan and be able to demonstrate that the qualifications of the position are met within six (6) months of the plan development. Failure on the part of the secretary to meet the qualifications within the six (6) months shall require the displacement of that employee in accordance with the provisions defined in Section 7, C below. The secretary shall be placed at the new classification rate during the entire enrichment period.

Section 7 – REDUCTION OF STAFF

A. In the event a secretarial position is increased, reduced or eliminated, i.e. by total number of hours, the Administration will notify the Association and the individual(s) involved, in writing, at least thirty (30) days in advance of the scheduled change. No position shall be eliminated unless a majority of the work performed in that position is also eliminated.

B. If the change is an increase or reduction in the number of hours, the secretary in the position may either accept the change or follow the procedures in Item C below, of a secretary whose position is eliminated and therefore who is displaced.

C. DISPLACEMENT

1. When a position or positions are eliminated, the most senior secretary can either choose an existing vacant position or displace the least senior secretary within their classification and work year, providing they meet the qualifications of that position.

For displaced purposes only:

All 52 week, 37.5-40 hour positions shall be considered the same work year.

All 41-44 week, 32.5-37.5 hour positions shall be considered the same work year.

All 42 week, 20 hour positions shall be considered the same work year.

2. If the displaced secretary happens to be the least senior secretary or does not meet the qualifications of a position held by a less senior secretary in their classification and work year, they may displace the least senior secretary in the next lower classification and work year providing they meet the qualifications of that position.
3. If a secretary does not have seniority to displace a secretary in his/her classification or lower, but has more seniority than a secretary in a higher classification, he/she may displace the least senior secretary in their same work year, provided he/she meets the qualifications of that position.
4. If the Board chooses to place a secretary in a lower classification without following the above procedure, they may do so, as long as he/she receives the same pay rate and benefits that he/she would have received in his/her previous position. (Classifications shall be defined as I, II, III.)
5. A displaced secretary has the option to go through the displacement process or choose a voluntary layoff.

Section 8 - LAYOFF

Secretaries whose employment is terminated as the result of reduction in staff will be placed on the seniority recall list, in seniority sequence. When such secretary is rehired, within a period of five (5) years, he/she will return to work on the same step of the salary schedule unless he/she has completed the year, in which instance, he/she would be automatically eligible for the next increment. All sick and accumulated benefits would be restored to said employee upon his/her return.

Section 9 – TEMPORARY WORK SITUATION

A. In the event it becomes necessary for a secretary (secretaries) to temporarily handle the responsibilities of an absent secretary, the secretary(ies) and his/her immediate supervisor shall meet to determine how it will be accomplished.

B. Should a secretary in a lower rated classification temporarily replace a secretary in a higher rated classification for more than two (2) days, said secretary shall have his/her salary adjusted for all time spent in the higher classification. Such adjustment shall be accomplished by temporarily placing the secretary at his/her experience step in the higher rated classification. Upon returning to his/her previous duties, the secretary will again be compensated at his/her previous rate. A secretary's rate shall not be lowered if temporarily replacing a secretary in a lower rated classification.

ARTICLE XI

Paid Leave Policy

Section 1. SICK LEAVE shall be defined as:

- A. Personal illness, injury or disability.
- B. The illness or injury of a member of the secretary's immediate family (spouse, children, parents, parents-in-law and dependents as defined by IRS.)

Any secretary who returns to duty following ten (10) or more consecutive days of illness may be required to submit a written statement from his/her physician certifying the employee's ability to return to his/her duties. The Board reserves the right to require the secretary to be examined by a Board designated physician at Board expense.

Section 2. BUSINESS LEAVE shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours.

Section 3. An employee will be allowed leave time as set forth in this Article to the extent of sixteen (16) school days per year for twelve (12) month employees and thirteen (13) days per year for less than twelve (12) month employees. An employee shall receive credit at the end of the school year for the unused portion of the leave allowance. The accumulated maximum total days, herein referred to as the personal/sick leave bank, shall not exceed two hundred five (205) days in any school year. Secretaries who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used their annual allowance for that year.

Section 4. Any secretary who has exhausted his/her accumulated sick leave by virtue of an extended illness, qualifies for participation in the common sick bank and may make application to withdraw from the common bank.

Withdrawal of days from the common sick bank shall be subject to the following provisions:

- A. The maximum number of days which may be withdrawn shall not exceed the number of days credited and accrued to the individual's sick bank on the first day of the current fiscal year or at such time as the individual joined the staff during the current school year.
- B. Extended illness shall be the basis for withdrawal and may be defined as hospitalization or prolonged care supervised by a physician.
- C. Application must be made, in writing, to the building administrator, stating dates (where possible) and such other data as may be pertinent and supportive.
- D. Applicant may be asked to provide medical support for request.
- E. Fraudulent use of common sick bank may result in loss of wages for days so used and in loss of remaining common sick bank days.
- F. The common sick bank shall consist of 300 days renewable to that amount on July 1 of each year.

Upon review of the request, the building administrator shall forward the request to the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations for action and written response.

Section 5. Applications for business leave shall be filed with the administrator as far in advance as practicable. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of business leave days include:

- 1. Recreational pursuits
- 2. Other employment except with administrative approval
- 3. Social functions
- 4. Travel
- 5. Child care (except in emergency situations)

- 6. Economic gains
- 7. Extension of holidays, vacations or other school recesses

Section 6. A leave of absence may be granted a secretary called for jury service. The Board will pay an amount equal to the difference between the secretary’s daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the secretary reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

Section 7. Leaves of absence with pay not chargeable against the secretary’s allowance shall be granted as follows:

A maximum of five (5) days per occurrence for a death in the immediate family including father, mother, spouse, sister, brother, son, daughter, son-in-law, daughter-in-law, mother-in-law and father-in-law, grandmother, grandfather, grandchildren, brother-in-law, sister-in-law, and any person living and making his/her home as a member of the secretary’s household.

Section 8. Upon completion of a full work year, each twelve month secretary utilizing less than seven (7) paid leave days and each less than twelve month secretary utilizing less than five (5) paid leave days during that year shall receive remuneration in accordance with the following formula:

<u>Number of Days Used</u>		
<u>12 Month</u>	<u>Less than 12 Mo</u>	<u>Remuneration</u>
less than 2	less than 1	\$500
less than 4	less than 3	\$250
less than 7	less than 5	\$100

Personal days are excluded when determining incentive entitlement.

ARTICLE XII

Leave of Absence Without Pay

Section 1. The Board or its designee may grant secretaries who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent. Examples of such leaves are health, maternity, child care, study, research, professional association assignment and approved travel. Each request for an unpaid leave of absence will be considered on its

individual merits. The applications shall be submitted in accordance with the provisions of the Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent.

Section 2. To be eligible for a leave of absence, except military leave, as provided by law, the secretary must have completed the probationary period.

Section 3. For one year, reinstatement shall be granted to any available position which is substantially equivalent to the position held before the leave commenced or to any available position of a lower classification for which the secretary is qualified and interested. If no position is available at the time the leave terminates, the secretary may request an extension of the leave of absence or be placed on layoff status with all rights pursuant to the provisions outlined in Article X.

Section 4. If a secretary on leave accepts employment elsewhere or enters into a contract for another position without prior approval from the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations, the leave will be automatically terminated and his/her employment will terminate.

Section 5.

- A. A secretary on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during the leave of absence.
- B. A secretary on unpaid leave shall be allowed to purchase health insurance through the Human Resource Office at the group rate at the secretary's own expense when such practice is permissible under the rules and regulations of the insurance carrier(s).

Section 6. While a secretary is on leave, there shall be no advancement on the salary schedule in terms of experiences nor in accrual of seniority, except as provided for elsewhere in this Article.

Section 7. An eligible secretary desiring a leave of absence shall submit such request to the Board of Education through the Human Resources' Office. Such request shall be submitted by the Superintendent to the Board with his/her recommendation for action.

Section 8. For all secretaries whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent no later than the

preceding March 1st. For all secretaries whose leave shall terminate at times other than the end of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

Section 9. Accrued seniority shall be maintained during periods of unpaid leave of absence.

Section 10. Childbearing and/or Childrearing Leave:

The Board shall grant a leave of absence for maternity, adoption, or child care reasons. Whenever possible, a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave should be provided. In the event of miscarriage or death of the infant, the leave of absence may be terminated after sixty (60) days upon written request of the secretary. In the event of a miscarriage or abortion, the School District's sick leave policy shall apply. A secretary adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving custody of the child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

Section 11. An employee returning from an unpaid health leave must submit a written statement from his/her physician certifying the employee's ability to return to his/her duties. The Board reserves the right to require the secretary to be examined by a Board designated physician at Board expense.

Section 12. An eligible employee may at his/her option take a FMLA unpaid leave either (a) following the exhaustion of his/her personal leave day accumulation and the exhaustion of his/her access to the School District Sick Leave Bank or (b) prior to the exhaustion of these events, for reasons which would qualify under the FMLA. Said leave shall be for up to the maximum allowed under FMLA. During such leave, the Board shall continue to provide the benefits defined in Article XIII at no cost to the employee.

ARTICLE XIII

Insurance Protection

Section 1.

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve-month period of each school year for all secretaries in the bargaining unit, except for those secretaries electing benefits under Section B below.

Such benefits shall be provided to each secretary and his/her dependents, as defined by MESSA.

Effective July 1, 2012, the District shall pay the annual amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding described below for each plan year:

\$5,500 for Single Subscribers

\$11,000 for Self and Spouse Subscribers

\$15,000 for Self and Child* and Family Subscribers

* Should legislation occur that would define Self and Child the same as Self and Spouse, the Hard Cap amount for Self and Child would change to the Self and Spouse.

These annual District paid amounts shall adjust annually beginning on October 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Beginning with the 2012-13 school year, members will have the option to select medical/prescription coverage from one of the following options:

- 1) MESSA CHOICES - \$500/\$1,000 in network deductible, \$20 OV and Saver Rx Prescription coverage.
- 2) MESSA ABC Plan 1 (HEQ/HSA) - \$1,250/\$2,500 in network deductible, Saver Rx Prescription coverage.

At the member's option, the District will pre-fund \$1,000/\$2,000 of the deductible amount annually to each member's HEQ HSA. One-half of the amount shall be paid on the first business day in January and the other half on July 1st each year. The District shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. Members may contribute additional money towards their HEQ HSA up to the maximum amount allowed by Federal law.

For those members selecting the MESSA ABC Plan 1, the District will allow for the adjustment of their contribution amounts toward their individual health savings account. For example, this would allow for flexibility and the ability for staff members to react to "Qualified Life Event Changes" as well as to accommodate for the difference in the

medical plan year (July 1) and the deductible calendar year (Jan. 1), among other potential beneficial reasons to allow for these quarterly changes.

The remaining annual cost for the member's elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the member and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

The following ancillary benefits shall be provided to each member, at no premium cost to the member:

2. Dental – A.D.N., self-funded with the following coverage:

- Class I – 80%
- Class II – 80%
- Class III – 80%
- Annual maximum - \$1,200
- Ortho maximum - \$1,500
- 2 cleanings/yr.

3. Reliance Term Life insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) for the member only. Such insurance protection shall be paid to the member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. Vision – National Vision Administration (NVA) with the same coverage as MESSA VSP-2 Silver including internal and external coordination of benefits.

A description of the specific coverage for the ancillary benefits listed above can be found in Appendix C

- B. Secretaries not electing medical/prescription coverage as described in Section A above shall be provided by the Board with the following insurance benefits for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to secretaries not enrolled in benefits under Section A above and his/her eligible dependents, as defined by MESSA.
 1. A.D.N., self funded with the following coverage:
 - Class I – 80%

Class II – 80%
Class III – 80%
Annual maximum - \$1,200
Ortho maximum - \$1,500
2 cleanings/yr.

2. Reliance Term Life insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) for the member only. Such insurance protection shall be paid to the member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
 3. Vision – National Vision Administration (NVA) with the same coverage as MESSA VSP-2 Silver including internal and external coordination of benefits.
 4. Each secretary shall receive a cash payment through the cafeteria plan of one hundred fifty dollars (\$150) per month. Secretaries may apply this amount to one of the Board approved annuity carriers.
- C. The Board shall provide, without cost to the secretaries, Reliance Long-Term Disability Insurance for each secretary. Benefits shall be paid at sixty-six and two-thirds percent (66 2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of his/her personal leave bank and common bank days, whichever is longer. The maximum monthly amount shall be up to \$3,000. Health benefits shall continue at no cost to the secretary for 24 months in the event of total disability. **(See Appendix C)**
- D. The above insurance coverages shall be provided by the Board to all secretaries that are normally scheduled to work 32.5 hours or more per week. The Board shall pay the pro-rata portion of the premiums for those that are scheduled to work less than 32.5 hours per week based upon the ratio of average number of hours regularly scheduled to 32.5.

E. Affordable Health Care Act

In the event the implementation of the Affordable Health Care Act impacts language in the CBA, the District and the Association will meet to determine

what language, if any, will need to be changed in order to comply with the Act.

- F. Each secretary, upon his/her date of employment and annually thereafter, is eligible to participate in the School District's Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan.

Section 2. Any secretary carrying double coverage in the area of employer-paid health insurance shall be required to reimburse the Board of Education in the amount of the premium paid on behalf of that employee during the contract. Double coverage shall be defined as having any full family, fully paid by the employer, equal or better health coverage program available for the secretary from any other source.

Section 3. Any secretary who is absent because of an injury compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the absence due to injury up to a limit of three hundred sixty-five (365) calendar days. However, in no event shall a secretary receive an amount which exceeds his/her salary.

The difference between such regular salary payment and the daily amount received under the Workers' Compensation Law shall be divided by the secretary's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to, and deducted from, the secretary's common sick leave bank. If absence continues beyond three hundred sixty-five (365) days, further absences shall be charged, pro-rata, to the secretary's personal accumulative sick leave bank.

Secretaries absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this Agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months and for as long as the secretary continues to receive paid leave under either the secretary's common sick leave bank or the secretary's personal accumulative sick leave bank.

Section 4. Upon retirement (under provisions of the Michigan Retirement Act) with a minimum of ten continuous years in the school district, said employee shall receive a terminal leave payment equal to one percent (1%) of the minimum base salary of her classification times the number of years of service in the Berkley School District. Said payment will be provided to the employee in June via a 403b account.

ARTICLE XIV

Compensation

Section 1. The Board agrees to provide a salary increase to BESA members for each year of this Agreement as follows:

A. 2012-2013

Step freeze; one (1%) percent, one-time off schedule salary increase.

2013-2014 and 2014-2015

Step Increments will be recognized.

Salary Formula - For both the 2013-14 and 2014-15 school years, should the audited Fall count in each of the respective years be equal to or greater than the audited Fall count for the previous fiscal year (not inclusive of the district's shared time and TCEC student FTE components of the Fall counts) the Salary Schedule will be adjusted to reflect the percentage increase to the District's state school aid foundation allowance from the previous school year's, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The timing of the payment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision. Should an adjustment(s) happen to the District's official foundation allowance during any year of this agreement, a corresponding adjustment will be made by the District to the salary formula and salary schedule but in no event shall the salary schedule be less than the 2011-12 schedule.

B. *Fund Balance Sharing* – For the 2012-13 school year, the District shall pay each member 1% of their current salary, one time, off schedule, should the district's audited 2012-13 General Operating Fund Balance figure equal or exceed 7.5%. Timing of payment will occur and be made to all members who were on the payroll at the end of the 2012-13 school year and after the 2012-13 fiscal year financial audit is completed.

For the 2013-14 school year, the District shall pay each member 1% of a their current salary, one time, off schedule, should the District's audited 2013-14 General Operating Fund Balance figure equal or exceed 7.5%. Timing of payment will occur and be made to all staff members who were on the payroll at the end of the 2013-14 school year and after the 2013-14 fiscal year financial audit is completed.

For the 2014-15 school year, The District shall pay each member 1% of their current salary, one time, off schedule, should the District's audited 2014-15 General Operating

Fund Balance figure equal or exceed 7.5%. Timing of payment will occur and be made to all staff members who were on the payroll at the end of the 2014-15 school year and after the 2014-15 fiscal year financial audit is completed.

C. For new employees hired after July 1, 2012 (Tier Two), the Salary Schedule shall reflect a twelve (12%) percent reduction and shall be frozen for the duration of this Agreement.

The classifications and compensation schedules are included in this Agreement as Appendices A and B respectively.

Section 2. For the purpose of salary schedule credit, one increment within each salary track shall be awarded for each year of district experiences and/or eighteen (18) semester credit hours earned through approved course work and/or the equivalent hours of inservice training experience jointly agreed upon by the Administration and the Association (one semester hour is equivalent to forty-five hours of inservice). Course hours and inservice training shall be paid on the basis of one-third of the appropriate increment effective upon the completion of each six (6) hour credit block or its equivalent. Programs designed to earn such credit must receive prior approval from the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations. The secretary's immediate supervisor must approve all participation in work inservices. All one-third increment placements previously earned shall continue to be honored. For those secretaries who are employees of the district at the time of ratification, the hours towards the one-third increment placements which were earned or are in the process of being completed at the time of ratification of this agreement and are recorded with the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations within sixty (60) days of ratification shall be honored and equated as defined in the 1996-99 Master Agreement. Extended annual CPR and/or first aid training shall be eligible for credit. A personalized plan may be jointly developed between the secretary and his/her immediate supervisor. Said plan must be approved by the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations. Essential training required by the Board and offered during the work day is exempt. Should a dispute arise pertaining to the above, the appeals process shall be the following order: immediate supervisor, Director of Schools and Human Resources and/or Deputy Superintendent of Finance, Facilities and Operations. Secretaries who serve as inservice trainers and/or presenters shall earn three (3) hours of inservice credit for each hour of inservice.

Section 3. Longevity pay be paid by June 30 to all eligible secretaries covered by this Agreement who have completed the equivalent of five (5) or more years of service as of the secretary's anniversary date. If an eligible secretary resigns/retires prior to June 30th, their longevity payment will be paid on their last paycheck. The longevity pay schedule is as follows:

6 – 10 years	\$ 500
11+ years	\$ 1,200 (beginning 7/1/12)

Members hired before July 1, 2012 and who are 52 weeks with 11+ years will be grandpersoned at \$1,600.

Section 4.

- A. Time and one-half (1-1/2) of a secretary's regular straight time hourly rate shall be paid for all hours worked in excess of seven and one-half (7-1/2) hours in one day excluding lunch hour or thirty-seven and one-half (37-1/2) hours in one week.
- B. A rate of double a secretary's regular straight time hourly rate shall be paid for all hours worked on Sunday.
- C. Overtime or premium pay under this Section shall not be pyramided, compounded or paid twice for the same hours worked.
- D. Compensatory time, when provided in lieu of overtime wages, shall be at the same rate it would have been paid as overtime pay. Compensatory time may be taken by a secretary in lieu of monetary compensation at the discretion of the individual secretary. No secretary will be asked to take compensatory time in order to lengthen the work year for the individual secretary. Compensatory time shall be used at a time mutually determined by the employee and his/her administrator and must be scheduled by the end of his/her normal work year. In the event a secretary is unable to schedule his/her earned compensatory time by the end of his/her normal work year (June 30th for twelve month employees) because of administrative denial, he/she shall receive a monetary payoff for the equivalent amount of time.

Section 5. Paydays are every two (2) weeks. When a payday falls on a holiday or vacation period, the paychecks will be distributed on the last day the business office is open.

Section 6. All secretaries hired prior to April 15 will receive credit for one year of inside-of-system experience on the following July 1 and each year thereafter for salary schedule purposes.

Section 7. Whenever a secretarial employee is required to use his/her automobile in the course of his/her employment, reimbursement shall be paid at the Board adopted rate of no less than the current IRS rate for such purpose. Authorization for such use should be made in advance by the immediate supervisor.

Section 8. New employees with previous experience of a secretarial or clerical nature as determined by the Director of Schools and Human Resources and/or Deputy Superintendent of Finance, Facilities and Operations will be credited on the following basis for each creditable work year within the ten-year period immediately preceding

appointment to a secretarial-clerical position within the district:

- 0 - 2 years experience.....Step 0
- 3 - 4 years experience.....Step 1
- 5 - 6 years experience.....Step 2
- 7 - 10 years experience.....Step 3

Further, related and approved college experience shall determine the appropriate track placement and/or credit toward such placement.

Section 9. When a secretary seeks to upgrade his/her skills by taking courses or participating in inservice activities (including seminars and conferences) outside of his/her normal workday, he/she will be reimbursed by the Board of Education for the fees and materials required to a maximum of \$300 per course and/or inservice. To be eligible the secretary must receive prior approval from the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations and provide the District with proof of satisfactory completion. Three thousand dollars (\$3,000) shall be allocated during each year of this Agreement for this purpose and an amount up to one thousand dollars (\$1,000) of any unused funds shall be carried forward from one year to the next. A secretary is not eligible for a second reimbursement during the same contractual year until all first requests have been honored and then only to the extent that funds are available. The Association shall receive notification of all activities regarding this account. Reimbursement of expenses, including salary and mileage, associated with Board required participation in similar activities during the secretary's normal workday shall not be charged against this account.

Section 10. Should a secretary terminate or separate employment from the District prior to the end of a school year, compensation will be pro-rated based on the portion of the school year worked prior to termination or separation from the District, i.e., salary, longevity, etc.

ARTICLE XV

Personnel Files, Evaluation and Employee Testing

Section 1. A secretary shall have the right to review the contents of all records, excluding initial references of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.

Section 2. No material of an evaluative nature, originating after the initial employment, shall be placed in the secretary's personnel record unless he/she has had an opportunity to review said material. The secretary may submit a written notation regarding any material and the same shall be attached to the material in question. If the secretary believes the material placed, or to be placed, in his/her file is inappropriate or in

error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a secretary is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

Section 3. All secretaries will participate in a performance review at a minimum of every three (3) years. The performance review must be forwarded to the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations by June 30th of the evaluation year.

- A. Secretaries who demonstrate effective performance will receive from their administrator written documentation of this fact, to be placed in their personnel file, and further, may be permitted to develop a goal, or goals, that can be evaluated by observation and or other assessment strategies. Failure to provide written documentation shall be conclusive evidence of satisfactory performance.
- B. Secretaries who demonstrate satisfactory performance, but are in need of improvement in specific areas that can be identified as part of their normal duties by the administrator, will be given specific performance objectives and directions for successfully meeting the stated objectives.
- C. Secretaries whose performance is identified, through Board established documentation, as unsatisfactory by the administration will be placed on a plan of assistance. This plan will be designed, by the administrator, to provide the secretary an opportunity to raise his/her level of performance to a satisfactory level.

The district's failure to provide the required performance evaluation is conclusive evidence that the secretary's performance for the period was satisfactory.

Section 4. A secretary shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an Association representative present. When a request for representation is made, no further action shall be taken until such representative appears, which shall be within two (2) work days.

Section 5. No secretary shall be disciplined, reprimanded, demoted or discharged without just cause.

Section 6.

- A. The Board has the right to administer tests to applicants for a position to

measure the skill level of secretaries when a secretary applies or “bumps” into a position in a higher classification or into a position of specialization where the secretary has not had an opportunity to demonstrate those skills on the job, or when the applicant is new to the district. In all such cases, the tests administered will be the same for all applicants.

- B. Any applicant will, upon request, be shown a representative sample of the tests to be administered prior to the testing session. In those instances where samples are not available, secretaries, upon request, will be informed regarding skills to be tested and method of evaluation.
- C. The Board will, upon request, supply the Association with evidence of compliance with this section of the Master Agreement.

ARTICLE XVI

Association/Employee Rights

Section 1. The Board agrees to furnish the Association, in response to reasonable requests, available public information concerning the District in order to assist the Association in developing intelligent, accurate, informed and instructive programs on behalf of the secretaries together with the information which may be necessary for the Association to process a grievance or complaint, and to negotiate future contracts.

Section 2. The Association shall have the right to access all means of communications for its materials, provided that such material is clearly identified and the Association accepts responsibility for such material.

Section 3. When facilities are desired for Association meetings, such requests will be submitted through normal channels.

Section 4. BESA shall be given, upon authorization of the BESA president, fifteen (15) days release time to be utilized for attendance at Association and professional activities, providing that no one BESA member utilizes more than 3 days release time. Any release time request beyond these limits shall be subject to the approval of the superintendent/designee and the costs for any necessary substitutes for the additional release time beyond fifteen (15) days will be assumed by the BESA.

Section 5. Employees shall not be prevented from wearing insignia pins or other identification of Association membership.

Section 6. The provisions of this Agreement, including wages, hours of

employment and conditions of employment shall be applied without regard to race, color, religion, national origin, sex, sexual orientation, age, handicap and marital status.

Section 7. The Board shall provide employees with the appropriate equipment and physical environment conducive to adequately perform the duties and responsibilities of the position in an efficient manner. The Board will make every effort to create an environment and provide the necessary equipment to make all employees as comfortable as possible.

ARTICLE XVII

Miscellaneous

Section 1. Secretaries in the bargaining unit shall be eligible to attend such professional conferences as are approved by the Director of Schools and Human Resources.

An application to attend a conference shall be processed by the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations through the supervisor in a manner similar to that employed in processing conference applications for other personnel. Final approval of such applications shall rest with the Director of Schools and Human Resources and/or the Deputy Superintendent of Finance, Facilities and Operations.

Section 2. The District shall provide adequate retraining opportunities in order to qualify for mandatory reassignment. The Board shall reimburse the secretary for tuition, books, and other agreed upon costs associated with said training.

Section 3. If the Board authorizes a member or members of the bargaining unit to engage in negotiations or grievance procedures during the working day, no loss of pay shall ensue. All attempts, however, shall be made to conduct such activities outside the working day.

Section 4. Copies of the Agreement shall be reproduced at the expense of the Board and distributed to all secretaries in the bargaining unit.

Section 5. In any negotiations conducted between the parties to this Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside 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 the membership of the Association, 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 ultimate ratification.

Section 6. If the parties fail to reach an agreement in any such negotiations, either party may invoke any lawful measures it may deem appropriate. The contract may be reopened for negotiation before the expiration date upon the mutual agreement of both parties to the contract.

Section 7. The Board will allow secretaries to have two (2) inservice experiences yearly that will deal with pertinent areas of interest to all secretaries.

Section 8. The Board shall adhere to the Department of Education procedures regarding "Medications in School". Secretaries will not be required to perform duties outside these parameters.

Section 9. Employees shall be required to attend, during scheduled work hours, a minimum of six (6) hours of Professional Development per year. The two inservice experiences in Section 7 can be used to satisfy this requirement. These hours of Professional Development shall not apply to salary schedule advancements.

Section 10. A five percent (5%) discount will be given to any BESA member using district pre-school and/or latchkey child care services.

Section 11. A five (5%) percent discount will be given to any BESA member who takes a class through Berkley's Community Education program (BCE).

Section 12. A twenty (20%) percent discount will be given to any BESA member using the BHS Fitness Center.

Section 13. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE XVIII

Conformity of Law

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit; and in the event that any provision of

this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect and the parties shall meet upon the request of either party to renegotiate the provisions affected.

ARTICLE XIX

Terminal Pay

Upon retirement (under provisions of the Michigan Retirement Act) with a minimum of ten continuous years in the school district, said employee shall receive a terminal leave payment equal to one percent (1%) of the minimum base salary of her classification times the number of years of service in the Berkley School District. Said payment will be provided to the employee in June via a 403b account.

The District shall reimburse each secretary \$10.00 for every 7.5 or 8 hours of sick bank leave upon retirement. Said pay shall be provided to the secretary via a 403b account.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective July 1, 2012 and shall continue in effect until June 30, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

BERKLEY EDUCATIONAL
SECRETARIES ASSOCIATION

DATE

By: _____
Nancy Butka, President, BESA

By: _____
Kim Edwards, Executive Director, MEA-7B

BERKLEY SCHOOL DISTRICT

By: _____
Sheryl Stoddard, Secretary,
Board of Education

By: _____
Lawrence J. Gallagher,
Deputy Superintendent of Finance,
Facilities & Operations

By: _____
Christopher Sandoval,
Director of Schools & Human Resources

APPENDIX A

CLASSIFICATION AND HOURS

<u>POSITION</u>	<u>WEEKS</u>	<u>HOURS/WEEKS</u>
<u>CLASSIFICATION 1</u>		
Community Programs Secretary (Scheduling/HR)	52	37.5
*Finance/Benefits Clerk	52	37.5
Secretary to the Director of Student Services	52	40
Secretary to the High School Principal	52	37.5
*Payroll Clerk	52	37.5
Information Technology Secretary	52	40
<u>CLASSIFICATION II</u>		
Accounting Clerk	52	37.5
Accounts Payable Clerk	52	37.5
Adult Education Secretary	52	37.5
Adult Education Instructional Secretary	42	28
**Central Enrollment Secretary	52	20
Community Education Secretary (Records/Registrations)	52	37.5
Counseling Services Secretary	44	37.5
Middle School Secretary	44	37.5/27.5
Secretary to the Director of Health Education And Athletics	44	37.5
Secretary to Elementary Principal	44	37.5
Secretary for Instructional Design and Development	52	37.5
Special Education Secretary	42	37.5
Student Services Secretary	44	37.5
Student Services/Records Secretary	44	37.5
Student Services Center Secretary	44	37.5
<u>CLASSIFICATION III</u>		
Elementary Instructional Secretaries		
Burton	42	22.50
Angell	42	18.75
Pattengill and Rogers	42	17.25

**Hours may be adjusted from 7.5 hours to 8 hours at administration's discretion.*

***Hours may be increased from 20 hours per week at administration's discretion.*

**2012/13 BESA Salary Grid Two-Tier (less 12%)
Employees Hired After July 1, 2012
Tier Two Salary Grid**

2012/13 BESA Salary Grid

Step	Track A	Track B	Track C	Step	Track A	Track B	Track C
Class I				Class I			
0	16.20	16.54	16.91	0	14.26	14.56	14.88
1	17.26	17.62	18.03	1	15.19	15.51	15.87
2	18.41	18.77	19.18	2	16.20	16.52	16.88
3	19.56	19.94	20.31	3	17.21	17.55	17.87
4	20.69	21.07	21.45	4	18.21	18.54	18.88
5	21.81	22.18	22.55	5	19.19	19.52	19.84
6		23.29	23.64	6		20.50	20.80
7			24.75	7			21.78
Class II				Class II			
0	14.27	14.56	14.90	0	12.56	12.81	13.11
1	15.19	15.48	15.82	1	13.37	13.62	13.92
2	16.14	16.50	16.86	2	14.20	14.52	14.84
3	17.24	17.53	17.86	3	15.17	15.43	15.72
4	18.18	18.50	18.97	4	16.00	16.28	16.69
5	19.19	19.51	19.86	5	16.89	17.17	17.48
6		20.52	20.83	6		18.06	18.33
7			21.84	7			19.22
Class III				Class III			
0	13.47	13.80	14.09	0	11.85	12.14	12.40
1	14.40	14.72	15.03	1	12.67	12.95	13.23
2	15.34	15.66	15.98	2	13.50	13.78	14.06
3	16.29	16.59	16.94	3	14.34	14.60	14.91
4	17.24	17.56	17.93	4	15.17	15.45	15.78
5	18.30	18.61	18.96	5	16.10	16.38	16.68
6		19.63	19.99	6		17.27	17.59
7			21.03	7			18.51

No increase from 2011/12

1% on time, off grid payment (not for two-tier)

Note: For fiscal year 2013/14 and 2014/15 refer to Article XIV

APPENDIX C

Secretaries Pak A & B - Life/AD&D

PLAN STATUS:		
CARRIER:		Reliance Standard
Effective Date		7/1/2012
Plan Basics		
Life Benefit*		\$50,000
AD&D Benefit*		\$50,000
<i>Guarantee Issue</i>		\$50,000
<i>Waiver of Premium</i>		Included
<i>Portability</i>		Included

Notes:

-Current PAK A members receive \$45,000 benefit plus additional \$5,000 benefit packaged with MESSA Medical/Rx

IMPORTANT: This proposal [analysis, report, etc.] is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language.

The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request

Secretaries Pak A & B - LTD

PLAN STATUS:		
CARRIER:		Reliance Standard
Effective Date		7/1/2012
Plan Basics		
Benefit Percentage		66.67%
Monthly Benefit Maximum		\$3,000
<i>Elimination Period</i>		90 Days
<i>Medical Premium Expense Benefit</i>		COBRA benefit paid (\$1,200 for up to 29 months)
<i>Own Occupation</i>		24 Months
<i>Alcohol/Drug</i>		Covered Full

IMPORTANT: This proposal [analysis, report, etc.] is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language.

The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request

Secretaries Pak A & B - Dental

PLAN STATUS:			
CARRIER:		A.D.N.	
NETWORK:		A.D.N., MDP, DenteMax	
Effective Date		7/1/2012	
PLAN TYPE:		DPPO - Self-Funded	
Plan Basics		In-Net	Out-Net
Deductible (Individual / Family)		\$0	\$0
Class I - Preventive		80%	80%
Class II - Basic		80%	80%
Class III - Major		80%	80%
Class IV - Orthodontia		60%	60%
Annual Maximum-Class I-III		\$1,200	
Lifetime Maximum - Class IV		\$1,500	
Covered Services			
Class I - Preventive Services		Exams, Flouride	
Class II - Basic/Restorative Services		X-Rays, Sealants, Space	
Class III - Major Services		Maintainers, Fillings	
Class IV - Orthodontic Services		Oral Surgery, Endo., Perio., Crowns, Bridges, Dentures Ortho. to age 19	
Waiting Periods			
		N/A	

Secretaries Pak A & B - Vision

Co-payment \$6.50 Exam / \$18 Lenses	Participating Provider	Non-Participating Provider
Examination Once Every Plan Year	<ul style="list-style-type: none"> ▪ Covered 100% ▪ After \$6.50 copay 	Reimbursed Amount <ul style="list-style-type: none"> ▪ Up to \$28.50 (OD) ▪ Up to \$38.50 (MD)
Lenses Once Every Plan Year <ul style="list-style-type: none"> ▪ Single Vision ▪ Bifocal ▪ Trifocal ▪ Lenticular ▪ Oversized ▪ Glass Photogrey ▪ Transitions ▪ Rimless Mounting ▪ Color Tints / Coats <ul style="list-style-type: none"> ▪ Single Vision ▪ Bifocal ▪ Trifocal ▪ Lenticular ▪ Polarized <ul style="list-style-type: none"> ▪ Single Vision ▪ Bifocal ▪ Trifocal ▪ Lenticular 	Standard Glass or Plastic <ul style="list-style-type: none"> ▪ Covered 100% ▪ After \$18 copay ▪ Covered 100% ▪ Covered 100% ▪ Covered 100% ▪ Covered 100% ▪ Covered 100% ▪ Covered 100% 	<ul style="list-style-type: none"> ▪ Up to \$29 ▪ Up to \$51 ▪ Up to \$63 ▪ Up to \$75 ▪ N/A ▪ N/A ▪ N/A ▪ N/A ▪ Up to \$4 ▪ Up to \$10 ▪ Up to \$12 ▪ Up to \$14 ▪ Up to \$18 ▪ Up to \$30 ▪ Up to \$38 ▪ Up to \$44
Frame Once Every Plan Year	Retail Allowance <ul style="list-style-type: none"> ▪ Up to \$130 (20% discount off balance)* 	<ul style="list-style-type: none"> ▪ Up to \$44
Contact Lenses Once Every Plan Year Elective Contact Lenses Medically Necessary***	In lieu of Lenses & Frame <ul style="list-style-type: none"> ▪ Up to \$110 Retail[Ⓢ] (15% discount (Conventional) or 10% discount (Disposable) off balance)** ▪ Covered 100% 	In lieu of Lenses & Frame <ul style="list-style-type: none"> ▪ Up to \$90 ▪ Up to \$175

APPENDIX D
LETTER OF UNDERSTANDING

Dues Deductions

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be included in the Appendix of that collective bargaining agreement.

2. Should a court or administrative agency of competent jurisdiction issue a decision that PA 53 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

Those provisions are:

Article II, Section 2

Any secretary who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, may sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year. Deductions will be made per a schedule agreed to between the Association and the Business Office.

Article II, Section 3 only the following reference: or authorize payment through payroll deduction

Berkley School District

Berkley Educational Secretaries Assoc.

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Evaluation/Promotion and Vacancy/Criteria Committee

During the 2012-13 school year, an advisory committee shall be convened to review the current Berkley Educational Secretaries Association Evaluation tool and shall make recommendations to administration for changes as necessary.

In addition, the Committee will also consider the possibility of using various criteria in vacancy and promotion situations where seniority is used equally with other criteria. Areas that will be reviewed and/or researched will include, but are not limited to, the current classification structure, testing, seniority, evaluations and job descriptions. It is understood that if the Committee's recommendation would require changes to the 2012-15 Collective Bargaining Agreement, these changes must be ratified by both parties.

The parties may have up to four (4) members assigned to the Committee.

Agreed,

Agreed,

Berkley School District

Berkley Educational Secretaries Assoc.

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