

AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and the

**MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

PARAPROFESSIONALS

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July 1, 2004 – June 30, 2008

Birmingham, Michigan

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AGREEMENT

This Agreement entered into effective this 1st day of July 2004 by and between the BOARD OF EDUCATION OF THE CITY OF BIRMINGHAM, MICHIGAN, hereinafter called the "BOARD," and THE BIRMINGHAM ASSOCIATION OF PARAPROFESSIONALS, MEA/NEA 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 I

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, for the following unit and specifically as determined in Employment Relations Commission Case No. R83 E-162 on June 27, 1983, and R83 F-180 on January 2, 1984. All regularly employed instructional paraprofessionals including elementary classroom paraprofessionals, special education paraprofessionals, bilingual paraprofessionals, Chapter I paraprofessionals, environmental center paraprofessionals, hall monitors and bus paraprofessionals. Temporary paraprofessionals, substitute paraprofessionals, and all other employees are excluded.

B. 1. Membership in the Union is not compulsory. Employees have the right to join or not join the Union.

2. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue to be members of good standing in the Union or to pay an agency shop fee to the union for the duration of this Agreement.

3. All present employees who are not members of the Union shall, within thirty (30) days after the execution date of this Agreement, and all future employees who do not join the Union shall, or at the time the probationary period is concluded, pay a service fee to the Union for the term of this Agreement, either directly or through an annual payroll authorization on the following basis:

The service fee shall be equivalent to the costs of negotiating and maintaining the contract as provided by the Union's Constitution and Bylaws.

4. An employee who shall tender the periodic dues or agency shop fee uniformly required as a condition of acquiring or retaining membership or employment shall be deemed to meet the conditions of this section.

It is further agreed by the parties that in no way shall the Board be liable for any uncollected monthly membership dues or service fee payments from employees not authorizing payroll deductions.

5. The employee shall be notified in writing by the Union when he/she is sixty (60) days in arrears in payment of his/her monthly membership dues or a monthly service fee.

A signed copy of this Union notice to the employee will be sent to the Board.

The Union, in its notice, shall notify the employee that unless the requirement set forth in Subsection 3 above is complied with within thirty (30) days, the Union shall request the Board in writing to terminate the employee.

If the Union sends the Board a written notice requesting an employee's termination on the basis of this provision, a copy of such notice must be sent to the employee also.

When written and official documentation is received by the Board confirming an employee terminated by the operation of this provision is in the process of contesting the termination through the courts, Michigan Employment Relations Commission, etc., his/her termination will be held in abeyance and his/her employment will be continued with the Board until such time as a final decision has been rendered by the courts or governmental agencies involved. Such official notification to the Board must be received within the thirty (30) days set forth in the third paragraph of this subsection.

Article I - Recognition (continued)

6. In cases where a payroll deduction is made that duplicates a payment or where a payroll deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the local Union.
7. The Board agrees to remit by the 15th of each succeeding month to the designated Union representative all monies deducted by the operation of this section.
8. The Union shall indemnify and save the Board harmless against any claims, demands, suits, and other forms of liability that may arise from any acts of the Board that which result from its reliance on a representation of facts presented by the Union in conformity with Section B-5.
9. An employee may revoke his/her payroll deduction authorization form signed in conjunction with this section from May 1 through the immediately following June 30 during any calendar year this Agreement is in effect.
10. A sixty (60) day advance and written notice will be given to the Board by the Union prior to the requested effective date of any change in such union dues or service fees.
11. Prior to October of each school year, the Board shall provide the Association a list that shall include the name, location, classification, number of hours worked and the seniority of each employee covered by this Agreement.
12. Whenever masculine/feminine provisions are used in this Agreement, it is understood that those terms are also to stand for the male/female members of the association.

ARTICLE II

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 General School Laws 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.

Article II - Board Rights and Security (continued)

- 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 379 and by Public Act 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 School District.

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 III

PERSONNEL RIGHTS

- A. The Union and its members shall have the right to use school building facilities for meetings at reasonable hours, outside of the working day, in accordance with the Board's policies and procedures. Bulletin boards shall be available for Union use and their locations shall be made known to the Union.

Each paraprofessional will have a mailbox at each worksite where space and availability permit. At those facilities where he or she determines that it is impractical to do so, the building administrator in consultation with the association president or her or his designee shall establish alternative methods of providing mail.

- B. 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 employees, together with such information that may be necessary for the Union to process any grievance or complaint. Also the Union shall provide the Board with such information it has at its disposal.
- C. Union representatives may be permitted to transact official union business on school property provided they shall not interfere with the normal school operation. They shall first report their presence to the school office.

The Union shall annually notify the Board in writing of the names of such persons and give timely notice to the Board of changes and/or additions as they occur.

- D. Minutes, agendas and public reports of all School Board Meetings will be sent to the Union office or President.

Article III – Personnel Rights (continued)

- E. The association will be granted up to ten (10) days release time for a designated association official to conduct necessary association business, as requested in writing, by the association president and as approved by the director of personnel relations. If the association wishes to conduct such business in the absence of approval by the director of personnel relations, it may do so by paying the cost of any necessary substitute personnel. The employee who will conduct such business shall notify her/his immediate supervisor sufficiently in advance of the business so that the district realistically has time to obtain a substitute, if necessary.

ARTICLE IV

COMPENSATION

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

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.

- 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 be pyramided. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays.

ARTICLE V

NEGOTIATIONS PROCEDURES

- A. The parties agree to allocate sufficient time, without detracting from the efficient operation of the school district for the negotiations of a successor agreement.

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 The Birmingham Association of Paraprofessionals, MEA/NEA 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.

- B. 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.
- C. If the Board ever agrees to engage in collective bargaining during regular work hours, an employee so involved will suffer no loss of regular straight time compensation.

ARTICLE VI

ABSENCES AND LEAVES OF ABSENCE

- A. Sick Leave Days Allowance. All employees shall be granted 1.05 sick leave days for each month of service, or 10.5 days per school year. At the beginning of each school year, the employee's "bank" of accumulated sick leave will be credited with full allowance for the current school year. Sick leave days may be credited during each school year to a maximum of 190.5, i.e., the maximum allowed to be accumulated from year to year of 180 plus the current 1.05 per month of service of 10.5 in a school year. If the employee leaves the school system during the school year, proper adjustments or changes will be made for sick leave payments not actually earned.

An employee shall not accumulate a sick leave allowance for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

- B. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that fiscal year. This service accumulation process may continue during the service of the employee up to a maximum of one hundred eighty (180) days. All sick leave accumulated prior to the execution of this Agreement 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 absences exceed the combined service accumulations and the current allowance to the credit of the employee at the time of the absence.
- C. Sick leave days shall be granted for the following reasons:
1. Serious personal illness or injury that causes an employee to be unable to perform his/her duties.
 2. Serious injury or illness in the immediate family when the employee's presence is required to provide care for the family member that cannot be provided by another person acting on behalf of the employee. Immediate family shall mean spouse, child, or parent.
 3. Hospital confinement due to childbirth or complication due to pregnancy. Also for an employee's period of temporary and total disability directly related to the employee's pregnancy or childbirth. The parties agree such an employee may be subject to examination by the Board's physician.
 4. To attend the funeral of a near relative and perform related responsibilities. Near relative shall mean spouse, child, parent, father-in-law, mother-in-law, sister, brother, grandmother, or grandfather.
 5. Personal excused absences, without payroll or sick leave deductions, may be authorized by the Superintendent for affairs relative to community services.
 6. Personal Business Days. Three (3) sick leave days a year may be used for personal business. Additional personal business days may be granted by the Superintendent. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control.
 - a. Personal business day absences shall mean an event or condition that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth, to attend the funeral of a close friend, inclement weather conditions prevailing at the residence area of the employee, and emergencies are considered to be justification for the utilization of the personal business leave. Hunting, house-cleaning, honeymooning, house-hunting, social functions and interviews for new employment are some examples of the type of activities for which personal business day absence shall not be applied for or granted.

Article VI – Absences and Leaves of Absences (continued)

- b. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or recesses and the first and last days of the school term.
- c. Upon application, an employee will be granted up to two (2) days per school year for required religious observances, 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 personnel office 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 shall not be charged against the employee's personal sick leave accumulation. Any days taken for additional religious observance described above will be deducted from the employee's sick leave days as defined and provided for in Section A above.

- d. Application for personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in the case of emergency). The Board may require justification of the need for the personal business leave prior to the anticipated absence, provided the Board has reason to anticipate misapplication and/or misinterpretation of the Article.

- D. Sick Leave Bank. At the beginning of each fiscal year or upon being employed, whichever occurs sooner, each employee shall contribute one-half (1/2) day of his/her sick leave to the Sick Leave Bank. At the end of each school year, the days that paraprofessionals have accumulated beyond the 180 day maximum will be placed in the next year's common Sick Leave Bank. Any balance of employees contributed sick bank days from a previous year shall automatically carry over to the next fiscal year's Sick Bank fund. Any and all benefits paid on or distributed from the Sick Leave Bank shall only be available and paid out for reasons of an employee's personal and disabling illness or injury.

In the event that the Sick Bank days as set forth above are totally exhausted during a fiscal year, each employee will provide an additional one-half (1/2) sick day to allow the continuation of the operation of the Sick Bank until the end of the school year. Also, if any sick bank days so contributed by employees under this provision remain, or have not been utilized as of the end of the school year, such sick leave bank days shall be carried over or credited to the Sick Bank for any future period. At the end of each school year the days that employees would have accumulated beyond 180 will be placed in the next year's common Sick Leave Bank.

- 1. When an employee has been absent due to his/her personal disabling illness or injury for five (5) consecutive work days within a fiscal year due to the same or a directly related disability subsequent to exhausting his/her sick leave days provided for in Sections A. and B. above, thereafter shall be eligible to apply to the Sick Leave Bank for coverage for the additional work days of his/her disabling illness or injury.
- 2. An employee who draws from the Sick Bank is not obligated to repay such days.
- 3. A Sick Leave Bank Committee shall be established composed of two (2) employees and two (2) administrators, appointed by the Superintendent. This Committee shall establish regulations and make decisions subject to the various procedures and policies regarding the Sick Leave Bank.
- 4. The Sick Leave Bank Committee's decision on all applications shall not be subject to the grievance and arbitration procedure set forth in Article XI.
- 5. No such Sick Bank benefits shall be applied for or paid for elective or voluntary surgery, cosmetic medical procedures, or any kind of dental work such as capping, physical therapy or fitness, weight reduction activities, etc.

Article VI – Absences and Leaves of Absences (continued)

6. An employee may withdraw up to forty (40) days in the first fiscal year of eligibility. Should the employee remain disabled from working in the following fiscal year and not yet be disabled for the one hundred eighty (180) days required for eligibility for long term disability benefits pursuant to Article XIII, Section F, the employee may withdraw up to an additional forty (40) days from the bank. Once the employee has been disabled from working for one hundred eighty (180) days, the right to withdraw additional days is terminated. The parties acknowledge this provision does not guarantee the receipt of long term disability benefits.

E. Child Care Leave.

A child care leave of absence without pay of up to one (1) year shall be granted to an employee and such leave shall commence as recommended in writing by the employee's physician, subject to the review and approval of a board appointed and paid physician.

- F. Union Business Leave. Any employee who has acquired seniority elected to or selected for a full time Union office or position which takes him/her from his/her 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 two (2) 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.

- G. 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 they receive for such service and the amount of straight time earnings lost by them 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 their regular duties with the Board. Such compensation shall be payable only if the employee (1) gives the Board prior notice of call for 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 sick leave days allowance eligibility. The employee shall also continue to have their hospitalization and life insurance coverage, set forth in Article XIII, continued during the time of his/her jury duty service.

H. 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 three (3) months' duration or less is replaced, it will be on a temporary basis.
3. If an employee granted a general leave of absence is replaced, it may be on a temporary or permanent basis. Upon returning from such a leave, an employee may be placed in either a vacancy or the position occupied by the lowest seniority employee if the returning employee possesses the required qualifications and has the ability to successfully perform the duties of the classification to which the employee is assigned.

- I. Emergency Leave. An emergency leave without pay may be granted for up to five (5) work days. The duration of the emergency leave may be increased following the Board's receipt of the employee's reasons in his/her written request to extend his/her emergency leave.

If practicable, an emergency leave may commence on the day it is applied for.

- J. 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 his/her sick leave allowance days. Two (2) renewals of ninety (90) days each may be granted upon the advice of his/her doctor.

Article VI – Absences and Leaves of Absences (continued)

An employee during the first ninety (90) days of his/her sick leave without pay shall continue to accumulate seniority, vacation, and sick leave days allowance eligibility.

- K. Leave Procedures. An employee shall, other than for an emergency leave, apply for a leave of absence in writing and through his/her immediate supervisor as soon as possible, but not less than by ten (10) 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 his/her leave application. If requested, the reason(s) for denying a leave will be given to the employee in writing.

- L. Employees are to report absences in accordance with directions received from their administrative supervisors. Employees whose positions require substitutes are to call the human resources office, at (248) 203-3034 by 7:00 a.m. of the day of the absence.
- M. Requests for anticipated absences should be submitted in advance to the immediate supervisor.
- N. Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated sick leave days will, upon voluntary resignation for the purpose of retirement, i.e., actual application and acceptance of benefits from MPSERS, receive a payment of forty (\$40) for each accumulated sick day up to a maximum allowable accumulation of one hundred eighty (180) days.

ARTICLE VII

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 VIII

PROBATIONARY PERIOD

Newly hired employees during the term of this Agreement shall be on probation for the first ninety (90) work days. The probationary period may be extended by the Board 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 X, Grievance Procedure and Arbitration, shall not be implemented in such instances.

ARTICLE IX

SENIORITY AND STAFFING

A. Paraprofessional Classifications

1. The following positions are classified as instructional positions:

- | | |
|---|--------------------------------|
| a. Alternative Education Program | e. Environmental Center |
| b. Bilingual/ESL Program | f. Special Education Program |
| c. Career Placement Center | g. Community Based Instruction |
| d. Elementary Classroom (General Education) | |

Article IX - Seniority and Staffing (continued)

2. The following positions are classified as supervisory positions:
 - a. Special Education - Bus Paraprofessional
 - b. Hall Monitor
 3. Should any position be established that is not listed above, the Association will be informed prior to its institution and shall be informed of its classification placement.
- B. 1. Each position within the bargaining unit is classified as either "supervisory" or "instructional. A supervisory paraprofessional uses the majority of his/her time in the supervision of students. An instructional paraprofessional uses the majority of his/her time in assisting the teachers in providing instructional support services. In the event of a within a classification, the employee with the least seniority in any position so classified shall be displaced first. In the event of a tie in seniority, written evaluations on file in the Personnel Relations Office shall be the deciding factor. Should a tie still exist, a lottery shall be held.
- A paraprofessional who has served in more than one classification (supervisory and instructional) and who is displaced in one classification may exercise his/her seniority rights in any of the other classifications served. Such placement is contingent on meeting the qualifications of the new position.
- Nothing contained herein shall prevent a paraprofessional in one classification from applying for a vacancy in the other classification (e.g., an instructional paraprofessional applying for a supervisory vacancy).
- Any displaced employee who fails to be placed as a result of the procedure described herein shall be laid off.
2. The parties agree no employee as the result of any layoff shall be allowed to advance to a classification assignment in a higher paying classification level.
 3. 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.
 4. 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 his/her seniority for a period of ten (10) days.
 5. Recall shall be in reverse order of layoff, provided that a recalled employee processes the qualifications and ability to perform the work of the classification assignment to which he/she is recalled.
- C. An employee shall acquire seniority after he/she has completed his/her probationary period. His/her seniority date shall be his/her most recent date of hire. Seniority shall not accrue when an employee is on any type of leave of absence, layoff or otherwise is not actively employed, except pursuant to Article VI, Absences and Leaves of Absences, Section J.
- D. Seniority shall be lost and an employee shall be removed from 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 he/she is discharged.
 4. If he/she fails to return to work from a layoff within the three (3) work days following the date of the written notification of recall to his/her last address on file with the Board.
 5. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Board.
 6. If he/she is on layoff for a period of two (2) years.

Article IX - Seniority and Staffing (continued)

7. If he/she materially or deliberately falsifies his/her employment application and this is discovered within his/her first five (5) years of employment.
 8. If he/she falsifies a leave of absence application.
- E. 1. a. An employee who desires to be considered for a voluntary transfer by the Board shall submit a letter to the Director of Personnel Relations within the time limit set out in the posting of the vacancy.
- b. The Board shall notify all employees actively at work of permanent new position vacancies by posting them for five (5) work days.
 - c. In order to comply with the above, the district will post in each work location a listing of all known permanent bargaining unit positions by May 15, or the next working day if May 15, falls on a weekend day each year.
 - d. Employees who want to be considered for a vacancy that occurs during the summer vacation period must submit the Application for Vacant Position/Request to Change Assignment form or a letter to the director of personnel relations not later than June 1, of each year. These employees and those requiring a new placement shall be mailed the vacancy list during the summer once vacancies are verified and must inform the director of personnel relations of their desires by the date specified in the letter.

F. Transfers

1. In filling permanent vacant positions, first consideration will be given to qualified laid off employees or to qualified employees who have applied for the posting. If more than one qualified employee is eligible to be considered for the vacancy, the following factors will be considered in the order listed.
 - a. Performance evaluations.
 - b. Qualifications--To include demonstrated aptitude, skills, training, ability to work effectively with students and staff, and experience both in and outside of the school district.
 - c. Attendance and punctuality.
 - d. Seniority--Seniority will be the controlling factor where an administrator cannot choose between qualified internal applicants for a vacancy.
2. Normally, a voluntary transfer will not be granted if such transfer would result in the employment of a new employee while a qualified employee is laid off.
3. Also, a voluntary transfer will not be granted if the Board determines such a transfer would not be in the best interest of the school district.
4. In the event an employee is not granted a voluntary transfer, upon submitting a written request the employee will be given the reasons. The parties agree the Board shall have the right to fill a permanent vacancy by an involuntary transfer.
5. There shall be no external postings of vacancies nor consideration of external candidates until the first posting is exhausted. The first posting shall be exhausted when interviews have been completed, a person is selected, or no one is selected and the candidates have been notified.

G. Involuntary Transfers

The parties agree the Board has the right to make an involuntary transfer. They also agree involuntary transfers are to be minimized. In the event of an involuntary transfer, the Board will meet with the affected employee and a representative of the Association prior to effecting the transfer to discuss the reasons for the action.

Article IX - Seniority and Staffing (continued)

- H. The parties agree final decisions on the assignments, retention, and/or recall of an employee, shall be the right and responsibility of the Board.
- I. Extension of an annual employment period of a particular position will first be offered to the employee in that position, i.e., bus paraprofessionals. Should that employee not wish to accept the extended employment, it will be posted and awarded to the most senior bargaining unit member who applies and is qualified and is currently in that classification. Should no one within that classification apply, the Board may fill that position for the duration of the extension only.
- J. Special Education - Bus Paraprofessionals may bid on their runs according to seniority, at the transportation summer back to work meeting each school year by contacting the manager of transportation. Otherwise, the manager of transportation will assign them.

Bid assignments will be changed when runs must be combined, If runs are eliminated, or if the program time or schedule for a particular student(s) who requires a paraprofessional is changed or if the student is no longer bussed by the district. In the latter event, a position may be eliminated of necessity.

Paraprofessionals will not be removed from these assignments for the purpose of substituting on another run, unless the manager of transportation determines that it is necessary for the safety of the student(s) or that it is in the best interest of the student(s).

ARTICLE X

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 X 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 II of this Agreement;
2. The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described else where 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.

Article X - Grievance Procedure and Arbitration (continued)

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 his/her 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 Department Head or other appropriate Board representative 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 on the Step Two grievance will be held within the five (5) days immediately following the receipt of the grievance. The Step Two disposition will be issued within the next five (5) days.

The aggrieved employee and a maximum of two (2) Union representatives may be present for the Step Two meeting. The Board may be represented by up to three (3) persons.

Step Three

If the grievance is not settled, it may be submitted in writing at Step Three to the Superintendent as provided for above in Step One. The submission of the Step Three grievance shall be within the five (5) days immediately following the issuance of the written Step Two 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 days immediately following the Step Three meeting. A designee, other than the Board representative rendering the disposition at Step Two, may function for the Superintendent in the event of his/her unavailability.

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 Three meeting unless otherwise mutually agreed.

(Board Grievance Procedure)

Step One

The Board may file a grievance against an employee, one (1) member of a group of employees, or the Union within the three (3) 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 signature of the Board representative processing the grievance, 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 employee and a Union representative.

The Board representative processing the grievance, one (1) other Board representative, the employee, and his/her Union representative may be present at the Step One meeting.

Article X - Grievance Procedure and Arbitration (continued)

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to a committee of Union representatives 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 on the Step Two grievance shall be held within the five (5) days immediately following the receipt of the grievance. The Step Two disposition will be issued within the next five (5) days.

The Board representative processing the grievance and a maximum of two (2) Board representatives may be present for the Step Two meeting. The Union may be represented by up to three (3) persons.

Step Three

If the grievance is not settled, it may be submitted in writing at Step Three to the Union officers or the Executive Committee, whichever is appropriate and empowered to officially act in this capacity, as provided for above in Step One.

The submission of the Step Three grievance shall be within the five (5) days immediately following the issuance of the written Step Two 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 Three meeting.

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

Step Four - Arbitration (Employee, Board, and Union Grievances)

If the grievance is still unsettled, either party may, within ten (10) working days after the Step Three 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, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. 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 his/her 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 his/her findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she 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 which 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 if he/she is discharged, he/she may appeal his/her discipline or discharge first to the Director of Personnel Relations, next to the Superintendent or his/her designee, and finally to the Board of Education, itself.

Article X - Grievance Procedure and Arbitration (continued)

- 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 months 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 stewards. The names of Union stewards shall be filed with the Board five (5) days after their appointment.

No Union steward shall be recognized or act on behalf of the Union until the Board 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 steward or the Union President must receive prior permission of his/her 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 steward shall be the basis of a reprimand. The Union agrees it shall replace a steward who receives two (2) such reprimands.

ARTICLE XI

HOLIDAYS

A. PAID HOLIDAYS

Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day

Christmas Day
Good Friday
New Year's Day

Easter Monday
Memorial Day
Labor Day

An eligible full time employee, who has acquired seniority, shall be granted these holidays for which he/she shall receive his/her regular straight time hourly wage rate.

Holiday pay will be withheld if the employee is absent (unexcused) the work day immediately before or after the holiday.

Holiday pay is calculated based on the average number of hours per day the paraprofessional is scheduled to work.

ARTICLE XII
WORK SCHEDULES

Working Hours

The number of daily hours to be worked is determined by the Director of Personnel Relations at the time of assignment. Generally, instructional paraprofessionals, exclusive of a lunch period, work six hours per day at the elementary level and 6.5 hours in middle and senior high schools.

The work year for all paraprofessionals except bus paraprofessionals shall consist of those days when students are present and the first day of school for teachers. All paraprofessionals, except bus paraprofessionals will work an additional three (3) days which will be directed by the building principal or supervisor. School principals or, in other work locations, the supervisor in charge, may authorize additional work days providing that they have some local means at their work locations to pay for such days.

The daily time schedule for instructional paraprofessionals is determined by the building principal. Arrangements will be made to provide reasonable relief time for the instructional paraprofessional. Such relief time will equal ten minutes during each half day.

ARTICLE XIII
INSURANCE PROGRAMS

A. HOSPITALIZATION BENEFITS

(See Addendum: Health Benefits Provision For The 2005-2008 Plan Years, last page of this contract - re: special provisions for 2005-2008)

The board will provide each eligible employee who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible dependents with a flexible benefits account (hereinafter, "flex account") under the district's cafeteria plan from which to purchase health benefits. The district will make the premium payments from each employee's flex account.

- a. Each eligible employee who makes timely application for health benefits or for cash in lieu of health benefits will be given access to a flex account in one of the following amounts for the calendar year 2005.
 - 1) If an employee chooses the option to health benefits (Article XIII, Section D)
 - (1) \$2,400 for electing to receive cash in lieu of the health benefit.
 - 2) Choosing the health maintenance organization (HMO) - Health Alliance Plan (HAP):
 - (2) \$ 4,445 for electing single subscriber health benefits;
 - (3) \$ 9,863 for electing two person subscriber health benefits;
 - (4) \$10,879 for electing full family subscriber health benefits.
 - 3) Choosing the traditional health plan - MESSA Choices
 - (5) \$ 5,775 for electing single subscriber health benefits;
 - (6) \$12,337 for electing two person subscriber health benefits;
 - (7) \$13,511 for electing full family subscriber health benefits.

An employee who elects option (1) above may choose to receive part or all of the specified amount as a direct taxable cash payment or as a tax deferred annuity (TDA). An employee electing option (1) may also use part or all of that amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

An employee who elects an option (2), (3), or (4) may choose to designate any money not used for the purchase of the health benefits premium for a direct taxable cash payment or a tax deferred annuity (TDA). An employee electing one of these options may also use part or all of any remaining amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

Article XIII – Insurance Programs (continued)

An employee who elects the traditional plan (MESSA), by electing option (5), (6) or (7) and has any cash remaining in the cash account after the purchase, such cash shall be carried forward by the board for the next year as a "reserve" to be used against succeeding year premium increases. If the premium increase in the following year does not exceed the money allotted for that year, any remaining cash shall be carried forward by the board into the next year, as stated above. If the premium increase exceeds the cash account for a given year, or exceeds the cash account plus any reserve amount, the employee shall pay the excess increase.

For the duration of this agreement, the flex accounts in each set of options (2), (3), and (4), above, will be increased by four percent (4%) in each succeeding calendar year.

a. Hospital-Surgical-Medical Benefits

It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the board. An employee may choose health benefits from among the following plans:

1. A traditional plan, currently designated as MESSA Choices (with a \$100/\$200 deductible)
2. A health maintenance organization (HMO), currently designated as Health Alliance Plan (HAP). At the end of the 2006-07 school year HAP will no longer be available.

All persons hired on or after September 20, 1994 whose regular work week is 30 hours or more may have board paid hospital insurance; those working 20 to less than 30 hours will pay 1/4 the monthly premium; those working fewer than 20 hours will pay 1/2 the premium.

- c. Coverage for an employee shall become effective on the first day of the month following the completion of 90 work days of service.
- d. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by hospital-surgical-medical insurance elsewhere; for example, by virtue of the employment of the spouse.
- e. An employee who is laid off in accordance with Article IX, Section D, or who is on a leave of absence in accordance with Article VI, shall continue to have the Board provide the hospitalization coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence or for a maximum of nine (9) additional months, whichever occurs sooner.
- f. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage. An employee hired following June 20, 1989 shall receive fully paid insurance that is set forth in A above by working 28 hours per week or more. Working 20 through 27 hours per week shall be eligible for this coverage by paying one-quarter (1/4) of the appropriate monthly premium for this coverage. Working 19 hours or less per week shall be eligible for this coverage by paying one-half (1/2) of the appropriate monthly premium for this coverage.
- g. This coverage will become effective following the signing of this Agreement and at the earliest possible effective date that coverage can be provided.
- h. The Board may change to another carrier providing comparable benefits and coverage.
- i. The parties agree to participate on a committee that will consider hospitalization insurance costs, alternative coverage, variation in carriers and other matters.

Article XIII – Insurance Programs (continued)

B. LIFE INSURANCE.

- a. The Board shall, during the term of this Agreement, and following the signing of this Agreement, and at the earliest possible effective date the carrier can provide this coverage, provide all permanent, full time employees, i.e., those employees whose straight time work schedules are for a minimum of twenty (20) hours per week, the following group plan term life insurance coverage, including accidental death and dismemberment in the amount of \$45,000.
- b. Coverage for an employee shall become effective on the first day of the month following the completion of 90 working days of service.
- c. An employee who is laid off in accordance with Article IX, Section D, or who is on a leave of absence in accordance with Article VI, shall continue to have the Board provide the life insurance coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continue for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence, or for a maximum of nine (9) months, whichever occurs sooner.
- d. An employee whose weekly straight time schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for life insurance coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

C. VISION CARE PROGRAM.

For those who choose the traditional plan, the district will continue to offer the Blue Cross Blue Shield of Michigan Vision Care Benefit Series A-80 which includes an annual eye examination and an annual pair of frames and lenses or contacts. The HMO includes vision care as part of its plan.

D. OPTION TO HOSPITAL-SURGICAL-MEDICAL INSURANCE.

For the duration of this Agreement an otherwise eligible employee, who is not covered by the application of Article XIII, A. above shall be granted the option of receiving a yearly stipend of \$2,400 as provided in Article XIII, Section A, option (1), instead of being provided hospital-surgical-medical coverage in accordance with terms of the Agreement. The employee may elect to take all or part of this stipend as a tax deferred annuity (TDA) contribution instead of cash, as paid by the district.

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 XIII, A., above, and the other shall choose this option.

This section (Article XIII, D) 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 Article XIII, A.

E. DENTAL INSURANCE

The Board shall provide all eligible permanent and full time employees, i.e., who are regularly scheduled to work a minimum of twenty-five (25) straight time hours per week, and for those employees hired on or after September 10, 1994 who have acquired seniority and who are regularly scheduled to work a minimum of thirty (30) straight time hours per week, dental insurance coverage (100%/80%/80% maximum annual coverage, \$1000 per person, per year) as specified and limited according to the following description, effective May 1, 2000.

A person employed by July 1, 1990 and working 20 but less than 25 straight time hours per week shall be responsible for one-half (1/2) of the appropriate monthly premium for this coverage. Those employees hired on or after September 29, 1994, who are working 20 to less than 30 hours will pay one-half (1/2) the monthly premium for this coverage.

Article XIII - Insurance Programs (continued)

- 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:

Construction and Replacement of Dentures and Bridges:

Gold: Inlay or onlay, gold fill, gold crowns.

- d. Benefit Level: Class IV 80% of customary and reasonable fees.

Orthodontics: \$1,000 lifetime maximum per eligible dependent (to age 19).

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 X of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

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.

Coverage for an employee shall become effective on the first day of the month following the completion of 90 work days of service.

Subject to all of the foregoing provisions, an employee hired following July 1, 1990, shall receive fully paid dental insurance that is set forth in E., above, by working 28 straight hours per week or more. Working 20 through 27 straight hours per week, an employee shall be responsible for one-half (1/2) of the appropriate monthly premium for this coverage.

F. 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 hours per work day and thirty 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 % of the employee's straight time monthly earnings in effect at the time becoming totally disabled, (up to a maximum of \$1,000 per month), commencing 180 days after the date the employee becomes totally disabled and continues until the employee is able to return to work, ceases to be totally disabled or dies, whichever occurs first.

The employee's straight time monthly earnings shall be computed by dividing regular straight time annual earnings by 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

Article XIII - Insurance Programs (continued)

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 retirement, resignation, termination, layoff, or leave of absence becomes effective.

The carrier and an employee and/or the union shall resolve any problems or differences that may arise between them and Article X of the agreement shall not be operative with reference to the resolution of such problems or differences.

ARTICLE XIV

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 and revert to collective bargaining if either party so wishes. Such determination shall not invalidate the remaining written terms of this Agreement.

ARTICLE XV

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 XVI

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 XVII

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 paraprofessional 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.

Article XVII - Miscellaneous Provisions (continued)

- B. Following the ratification and the signing of this Agreement between the parties, copies of the Agreement shall be printed at the expense of the Board and presented to all paraprofessional personnel now employed or hereinafter employed by the Board.
- 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. 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, sexual orientation marital status, or his/her membership and participation or non-membership or nonparticipation in any organization.
- E. An employee shall have the right to examine all the material in his/her personnel file which has accrued after his/her employment and which is related to his/her job. A representative of the Union may, at the employee's request, accompany the employee in the review.
- F. The Board shall reimburse, at the current IRS rate per mile, an employee who is authorized and required to drive his/her personal car in the course of performing his/her work.
- G. The Board will reimburse an employee for any loss, damage, or destruction of his/her occupationally appropriate and required clothing or personal property while fulfilling his/her 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..
- H. 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.
- I. 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.
- J. 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 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. A specific plan of reasonable accommodation proposed by an affected employee and the Association will be considered by the employer. 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.
- K. When schools are closed due to inclement weather on days when paraprofessionals are scheduled to work, paraprofessionals will not be expected to report to their closed buildings. Further, when schools are dismissed due to inclement weather, paraprofessionals shall be entitled to leave as soon

Article XVII - Miscellaneous Provisions (continued)

as the buildings are cleared of students. In the application of this section of the Agreement, a paraprofessional shall not suffer a loss of compensation.

Should it be necessary to make up any days in accordance with State law, the day(s) will be added to the end of the school calendar so affected with no additional compensation paid to the paraprofessionals affected. Paraprofessionals who do not report on these added days, who have previously been compensated for the days to be made up, as stated in the paragraph immediately above, shall have the equivalent of that pay deducted from their next regular paychecks until the total of the amount of pay has been recovered by the district.

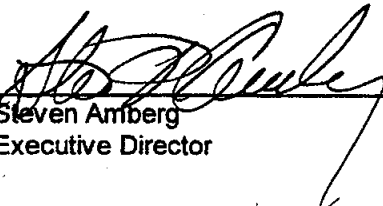
ARTICLE XVIII

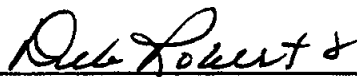
DURATION OF AGREEMENT

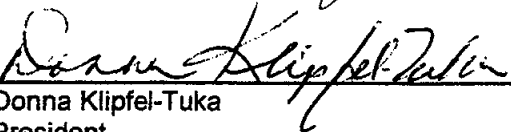
This Agreement shall be effective as of July 1, 2004, and shall continue in full force and effect until 11:59 p.m., June 30, 2008, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

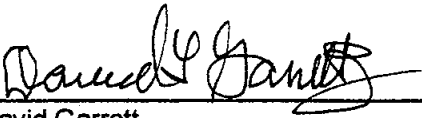
THE BIRMINGHAM ASSOCIATION OF
PARAPROFESSIONALS, MEA/NEA:

BIRMINGHAM BOARD OF EDUCATION:

By 
Steven Amberg
Executive Director

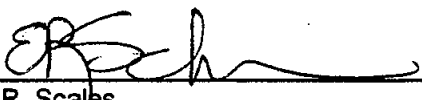
By 
Deb Roberts
President

By 
Donna Klipfel-Tuka
President

By 
David Garrett
Secretary

By 
Jane Davis
Vice President

By 
John W. Hoeffler
Superintendent

By 
E. R. Scales
Executive Director Personnel Relations

SCHEDULE A
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2004-2005
Effective 7/1/04 through 6/30/05

<u>PARAPROFESSIONAL</u>		<u>PARAEDUCATOR</u>	
Step 1	\$8.68	Step 1	\$9.00
Step 2	9.50	Step 2	9.83
Step 3*	10.70	Step 3*	11.02
Step 4	11.64	Step 4	11.97
Step 5	13.41	Step 5	13.74
Step 6**	13.67	Step 6**	14.01

* Highest placement for persons without previous experience as paraprofessionals.

** Those employed prior to October 1, 1994.

DIFFERENTIALS

An additional 85 cents (85¢) per hour will be paid to paraprofessionals assigned to the Bilingual Instructional Assistance, Autistic Program, Alternative Education Program, a paraprofessional serving in the position of community based vocational instruction who holds a valid competency based employment training certificate from an accredited institution of higher education, and paraprofessionals in certain other highly specialized assignments as determined by the Superintendent.

PARAEDUCATOR

Each paraprofessional who obtains and maintains a Paraeducator Certificate on a three year cycle from the (OCISD), who submits that valid certificate to the office of Personnel Relations along with an application to be placed on the paraeducator pay schedule, will be placed on that schedule retroactive to the first day s/he works for the Birmingham Public Schools following the date that s/he received the certificate.

INCREMENTS

Only paraprofessionals employed by February 1, are eligible to advance a step on the schedule for the following school year.

SCHEDULE B
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2005-2006
Effective 7/1/05 through 6/30/06

<u>PARAPROFESSIONAL</u>		<u>PARAEDUCATOR</u>	
Step 1	\$9.03	Step 1	\$9.36
Step 2	\$9.88	Step 2	\$10.23
Step 3	\$11.13	Step 3	\$11.47
Step 4	\$12.11	Step 4	\$12.45
Step 5	\$13.95	Step 5	\$14.30
Step 6**	\$14.22	Step 6**	\$14.58

* Highest placement for persons without previous experience as paraprofessionals.

** Those employed prior to October 1, 1995.

DIFFERENTIALS

An additional 88 cents (88¢) per hour will be paid to paraprofessionals assigned to the Bilingual Instructional Assistance, Autistic Program, Alternative Education Program, a paraprofessional serving in the position of community based vocational instruction who holds a valid competency based employment training certificate from an accredited institution of higher education, and paraprofessionals in certain other highly specialized assignments as determined by the Superintendent.

PARAEDUCATOR

Each paraprofessional who is employed by the Birmingham Public Schools and was working on or after Friday, August 27, 1999, who submits a valid Paraeducator Certificate from the Oakland County Intermediate School District (OCISD), to the Office of Personnel Relations along with an application to be placed on the paraeducator pay schedule will be placed on that schedule retroactive to the first day s/he works in the 1999-2000 school year. [Historical Reference]

Each paraprofessional who obtains and maintains a Paraeducator Certificate on a three year cycle from the (OCISD), who submits that valid certificate to the office of Personnel Relations along with an application to be placed on the paraeducator pay schedule, will be placed on that schedule retroactive to the first day s/he works for the Birmingham Public Schools following the date that s/he received the certificate.

Beginning with the 2005/2006 school year, a paraprofessional who has previously obtained a paraeducator certificate through the program offered by OCISD may continue on the paraeducator pay schedule by providing to the personnel relations office (PRO) proof that s/he is highly "qualified" as defined by the Elementary And Secondary Education Act (ESEA, aka, No Child Left Behind Act). A paraprofessional not previously certified in the OCISD program may be placed on the paraeducator pay schedule, by providing to the PRO proof that s/he is "highly qualified" as defined by the ESEA. The effective date of the placement will be the date of verification. Each paraprofessional shall continue on the paraeducator pay schedule by completing 10 hours of professional development every three consecutive school years in a program offered by the special education department. Such professional development time shall be completed without remuneration by the Board. The parties will reopen the provision regarding the professional development requirement if for financial or other reasons the special education department does not provide professional development opportunities.

The parties acknowledge that the ESEA defines highly qualified as requiring the employee meet one of the following criteria:

1. Has completed at least 60 hours of credit toward a college diploma; or
2. Has obtained an Associate's degree or higher; or
3. Demonstrates, through a formal academic assessment test, knowledge of and ability to assist in instructing reading, writing, and mathematics (or as determined by the Board, as being appropriate, reading, writing and mathematics readiness). Either the Michigan Test for Teacher Certification (MTTC) basic skills test or the WorkKeys assessment approved by the Michigan Department of Education is acceptable; or
4. Submit a portfolio meeting Michigan Department of Education guidelines.

INCREMENTS

Only paraprofessionals employed by February 1, are eligible to advance a step on the schedule for the following school year.

SCHEDULE C
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2006-2007
Effective 7/1/06 through 6/30/07

<u>PARAPROFESSIONAL</u>		<u>PARAEDUCATOR</u>	
Step 1	\$9.21	Step 1	\$9.55
Step 2	\$10.08	Step 2	\$10.43
Step 3	\$11.35	Step 3	\$11.69
Step 4	\$12.35	Step 4	\$12.70
Step 5	\$14.23	Step 5	\$14.58
Step 6**	\$14.51	Step 6	\$14.87

* Highest placement for persons without previous experience as paraprofessionals.

** Those employed prior to October 1, 1996.

DIFFERENTIALS

An additional 89 cents (89¢) per hour will be paid to paraprofessionals assigned to the Bilingual Instructional Assistance, Autistic Program, Alternative Education Program, a paraprofessional serving in the position of community based vocational instruction who holds a valid competency based employment training certificate from an accredited institution of higher education, and paraprofessionals in certain other highly specialized assignments as determined by the Superintendent.

PARAEDUCATOR

Each paraprofessional who is employed by the Birmingham Public Schools and was working on or after Friday, August 27, 1999, who submits a valid Paraeducator Certificate from the Oakland County Intermediate School District (OCISD), to the Office of Personnel Relations along with an application to be placed on the paraeducator pay schedule will be placed on that schedule retroactive to the first day s/he works in the 1999-2000 school year. [Historical Reference]

Each paraprofessional who obtains and maintains a Paraeducator Certificate on a three year cycle from the (OCISD), who submits that valid certificate to the office of Personnel Relations along with an application to be placed on the paraeducator pay schedule, will be placed on that schedule retroactive to the first day s/he works for the Birmingham Public Schools following the date that s/he received the certificate.

Beginning with the 2005/2006 school year, a paraprofessional who has previously obtained a paraeducator certificate through the program offered by OCISD may continue on the paraeducator pay schedule by providing to the personnel relations office (PRO) proof that s/he is highly "qualified" as defined by the Elementary And Secondary Education Act (ESEA, aka, No Child Left Behind Act). A paraprofessional not previously certified in the OCISD program may be placed on the paraeducator pay schedule, by providing to the PRO proof that s/he is "highly qualified" as defined by the ESEA. The effective date of the placement will be the date of verification. Each paraprofessional shall continue on the paraeducator pay schedule by completing 10 hours of professional development every three consecutive school years in a program offered by the special education department. Such professional development time shall be completed without remuneration by the Board. The parties will reopen the provision regarding the professional development requirement if for financial or other reasons the special education department does not provide professional development opportunities.

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1. Has completed at least 60 hours of credit toward a college diploma; or
2. Has obtained an Associate's degree or higher; or
3. Demonstrates, through a formal academic assessment test, knowledge of and ability to assist in instructing reading, writing, and mathematics (or as determined by the Board, as being appropriate, reading, writing and mathematics readiness). Either the Michigan Test for Teacher Certification (MTTC) basic skills test or the act keys assessment approved by the Michigan Department of Education is acceptable; or
4. Submit a portfolio meeting Michigan Department of Education guidelines.

INCREMENTS

Only paraprofessionals employed by February 1, are eligible to advance a step on the schedule for the following school year.

SCHEDULE D
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2007-2008

Effective 7/1/07 through 6/30/08

<u>PARAPROFESSIONAL</u>		<u>PARAEDUCATOR</u>	
Step 1	\$9.40	Step 1	\$9.74
Step 2	\$10.28	Step 2	\$10.64
Step 3	\$11.58	Step 3	\$11.93
Step 4	\$12.60	Step 4	\$12.96
Step 5	\$14.52	Step 5	\$14.87
Step 6**	\$14.80	Step 6**	\$15.16

* Highest placement for persons without previous experience as paraprofessionals.

** Those employed prior to October 1, 1997.

DIFFERENTIALS

An additional 91 cents (91¢) per hour will be paid to paraprofessionals assigned to the Bilingual Instructional Assistance, Autistic Program, Alternative Education Program, a paraprofessional serving in the position of community based vocational instruction who holds a valid competency based employment training certificate from an accredited institution of higher education, and paraprofessionals in certain other highly specialized assignments as determined by the Superintendent.

PARAEDUCATOR

Each paraprofessional who is employed by the Birmingham Public Schools and was working on or after Friday, August 27, 1999, who submits a valid Paraeducator Certificate from the Oakland County Intermediate School District (OCISD), to the Office of Personnel Relations along with an application to be placed on the paraeducator pay schedule will be placed on that schedule retroactive to the first day s/he works in the 1999-2000 school year. [Historical Reference]

Each paraprofessional who obtains and maintains a Paraeducator Certificate on a three year cycle from the (OCISD), who submits that valid certificate to the office of Personnel Relations along with an application to be placed on the paraeducator pay schedule, will be placed on that schedule retroactive to the first day s/he works for the Birmingham Public Schools following the date that s/he received the certificate.

Beginning with the 2005/2006 school year, a paraprofessional who has previously obtained a paraeducator certificate through the program offered by OCISD may continue on the paraeducator pay schedule by providing to the personnel relations office (PRO) proof that s/he is highly "qualified" as defined by the Elementary And Secondary Education Act (ESEA, aka, No Child Left Behind Act). A paraprofessional not previously certified in the OCISD program may be placed on the paraeducator pay schedule, by providing to the PRO proof that s/he is "highly qualified" as defined by the ESEA. The effective date of the placement will be the date of verification. Each paraprofessional shall continue on the paraeducator pay schedule by completing 10 hours of professional development every three consecutive school years in a program offered by the special education department. Such professional development time shall be completed without remuneration by the Board. The parties will reopen the provision regarding the professional development requirement if for financial or other reasons the special education department does not provide professional development opportunities.

The parties acknowledge that the ESEA defines highly qualified as requiring the employee meet one of the following criteria:

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2. Has obtained an Associate's degree or higher; or
3. Demonstrates, through a formal academic assessment test, knowledge of and ability to assist in instructing reading, writing, and mathematics (or as determined by the Board, as being appropriate, reading, writing and mathematics readiness). Either the Michigan Test for Teacher Certification (MTTC) basic skills test or the act keys assessment approved by the Michigan Department of Education is acceptable; or
4. Submit a portfolio meeting Michigan Department of Education guidelines.

INCREMENTS

Only paraprofessionals employed by February 1, are eligible to advance a step on the schedule for the following school year.

EXHIBIT A

BIRMINGHAM PUBLIC SCHOOLS
PARAPROFESSIONAL/PARAEDUCATOR
EVALUATION FORM

Paraprofessional's
Name: _____

Job Title:

Building:

Primary Evaluator:

Other Evaluators:

The purposes of the paraprofessional evaluation plan are to:

1. Identify strengths in the performance of the paraprofessional
2. Identify areas and performance in which improvements are necessary and/or desirable;
3. Assist the paraprofessional in reaching his/her full performance potential.

Generally, the final responsibility for the evaluation of the performance of teacher paraprofessionals is assigned to the administrator in charge of the school or facility to which the paraprofessional is assigned. Any exceptions to this general provision will be determined on an annual basis by the director of personnel relations.

In conducting performance evaluations of paraprofessionals, the responsible administrator shall secure information and recommendations from the staff members to whom the paraprofessional is assigned. Early in the evaluation period the paraprofessional will be advised of the individuals who will be involved in the evaluation.

Paraprofessionals shall be evaluated annually and the evaluation report form, after being discussed with the paraprofessional, will be forwarded to the personnel relations office where it will become a part of the paraprofessional's personnel file.

With respect to paraprofessionals who have completed the probationary period, the evaluation report form will be filed by the second Friday in May.

A minimum of one evaluation report form shall be completed and forwarded to the personnel relations office prior to the end of a paraprofessional's probationary period.

A paraprofessional who disagrees with the content of the evaluation report may, within ten days, request a meeting with the immediate supervisor of the administrator who submitted the report.

Additionally, a paraprofessional may file a letter of dissent, which shall be placed in their personnel file and attached to the evaluation.

APPENDIX B

DOMESTIC PARTNERS

Definition of Health Care Coverage

Health care coverage shall include the following insurance plan coverage:

- Hospital-Surgical-Medical Benefits

Eligibility Criteria

A same sex domestic partner relationship is defined as a relationship between two individuals who meet ALL of the following criteria:

- Are the same sex
- Have shared a continuous committed relationship with each other for not less than twelve (12) consecutive months, intend to do so indefinitely and have no such relationship with any other person or persons.
- Are jointly responsible for each other's welfare and financial obligations.
- Have resided in the same household and intend to continue to reside together indefinitely and maintain no permanent separate households.
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of the State of Michigan.
- Each is over age 18, or legal age, and is legally competent to enter into a legal contract.
- Neither is married to a third party.
- A signed and notarized affidavit will be required to confirm conformity with the eligibility as outlined above (obtained from the district's benefits office).
- A same-sex domestic partner must be covered under the health care plans in order to have the same-sex domestic partner's legally dependent children covered under the plans. (The only exception to this is if the same-sex domestic partner dies. In such cases, the employee must show evidence of being the children's legal guardian to continue coverage. Appropriate legal documentation must be provided).
- Employees with same-sex domestic partners cannot participate in the Dependent Care Reimbursement Account to pay for day care costs related to the domestic partner's children per IRS regulations.
- Current retirees are no longer employees of Birmingham Public Schools and are not eligible for health benefits through Birmingham Public Schools. Active employees, who retire while covering a same-sex domestic partner and/or that domestic partner's eligible dependent children, must to contact the state retirement agency, the Michigan Public Schools Employees Retirement System (MPSERS) regarding any desire to continue coverage of their same-sex partner and or the same-sex partner's eligible dependent children. Birmingham Public Schools has no role in such a process and does not assume any obligation to do so under any of its policies, procedures or under any terms in the bargaining unit contract.
- In addition to the signed and notarized affidavit, the employee who claims initial and continued eligibility for a same-sex domestic partner and/or for the eligible dependent children of a same-sex domestic partner, shall furnish whatever documentation that the district requests to substantiate the claimed eligibility of the dependent, such as IRS Form 1040. Refusal or failure to provide such documentation when requested to do so, shall result in denial or withdrawal of eligibility of such dependents.

Enrollment and Confidentiality

Birmingham Public Schools will keep records containing domestic partner information confidential to the extent permitted by law.

Taxability

State and/or federal law does not recognize same-sex domestic partners as legal "spouses". Therefore, the value of the health care coverage is subject income tax and FICA taxes and will be reported as imputed income on the employee's W-2 Form. The same-sex domestic partner may, however, qualify as an IRS "eligible dependent" if more than half of the partner's support for the year comes from the employee, the partner earns less than the IRS exemption amount and the partner is a member of the

Appendix B – Domestic Partners (continued)

household maintained and occupied by the employee. An employee who believes her or his situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements

contained in this section, taxability, and no employee should rely on information contained herein as being definitive on this subject. An employee's same-sex domestic partner's children may be eligible for coverage if they meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, that the children meet these requirements.

Termination of Domestic Partner Relationship

Employees will be required to submit and "Affidavit for Termination of Domestic Partner Benefits" (obtained from the district's benefits office) if the partnership ends, has ended or if the partner dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the domestic partner or the partner's children after they are no longer eligible to be covered. Benefit eligibility for the same-sex domestic partner will cease upon the same-sex domestic partner's death or upon the date the same-sex partner relationship ends, as stated on the "Affidavit for Termination of Domestic Partner Benefits".

Addition of a New Same-Sex Domestic Partner

In the event that an employee chooses to delete a same-sex domestic partner from her or his coverage s/he shall not be eligible to add a new domestic partner until twelve (12) months have elapsed since the deletion of the former same-sex domestic partner and must satisfy ALL of the eligibility requirements set forth above.

COBRA or COBRA Like Continuation Coverage Benefits

Because COBRA does not require that an employer provide continuation coverage benefits to persons other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA or any other such continuation coverage benefits to same-sex domestic partners. Oral representations that may be made by any administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the same-sex domestic partner as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

Coverage Limited to Same-Sex Domestic Partners

This coverage is limited to same-sex domestic partners. It is part of a negotiated bargaining unit contractual agreement and is based upon the fact that this group does not have the legal option to marry. Should the laws regarding the legality of same-sex domestic partner marriages or some form of state recognized union, the provisions in this contract that permit same-sex domestic partner benefits shall become null and void and the same-sex domestic partners shall be required to be married or enter into state-recognized unions in order for the same-sex domestic partner who is not an employee and/or her or his eligible dependent children to continue to be covered under the district's benefits plans.

ADDENDUM RE: HEALTH BENEFITS PROVISION FOR THE 2005-2008 PLAN YEARS

For the years 2005-06, 2006-07, and 2007-08, the language in Article XIII, Section A, regarding hospital-medical-surgical benefits including the provisions for flexible spending accounts (aka, cash accounts) and the provisions for the annual 4% cap on the increase in the amount that the board contributes to the cash accounts, shall continue in effect. For each of the three years of the agreement, 2005-06, 2006-07, and 2007-08, the Board agrees to increase the amount of the cash accounts, for employees who have elected MESSA Choices, to cover the increase in the cost of health insurance premiums in those years.

For these years, the costs to the individual employees will be fixed and each employee will continue to pay the following amounts:

\$66 for single subscribers
\$755 for two-person subscribers
\$1,033 for full family subscribers

At the conclusion of the 2007-08 school year (June 30, 2008), the Board shall return to increasing future cash account amounts by 4%. Payment for all new future health premium increases above the 4% cash account increase shall be borne by each individual employee pursuant to Article XIII, Section A. The parties acknowledge that future arrangements regarding the provision of health benefits in Article XIII, Section A, are subject to negotiations for a successor collective bargaining agreement for 2008-09.

The district shall provide a statement of the flex account to the Association for each year of the Agreement.

3-07-06 Para CBA 2004-08/Pr