

**Agreement**

between the

**Birmingham Board Of Education**

and the

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**Michigan Educational  
Support Personnel Association**

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**July 1, 2004 – June 30, 2008**

**Birmingham, Michigan**

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## AGREEMENT

This Agreement entered into this 1st day of July 1, 2004, and extended on the 6<sup>th</sup> day of September 2005, by and between the BOARD OF EDUCATION OF THE CITY OF BIRMINGHAM, MICHIGAN, hereinafter called the "BOARD," and the MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, hereinafter called the "UNION," desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

ARTICLE 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, and specifically as determined in Employment Relations Commission Case No. R82 A-4, on May 10, 1982, except that "full time regular" shall be defined as those office clerical and secretarial employees who are scheduled to work ten hours or more per week.

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 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, within seventy-five (75) days after commencing employment, pay a service fee to the Union for the term of this Agreement, either directly or through payroll authorization on the following basis:

The service fee shall be equivalent to the costs of membership provided by the Union's Constitution and Bylaws.

4. An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership 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 sixty (60) days in arrears in payment of the 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., the termination will be held in abeyance and 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.

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, which result from its reliance on a representation of facts presented by the Union in conformity with Section B-5.

Article I - Recognition (continued)

9. An employee may revoke his 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.

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.
- B. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone, or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act No. 379 and Public Act No. 112. Strikes shall also be defined to include mass absences, slowdowns, stoppages, sit-ins, picketing, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Birmingham 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. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretarial/clerical personnel in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and of the United States; that it will not discriminate against any employee by reason of membership in the Union or non membership, participation or lack of participation in any activities of the Union or collective negotiations with the Board or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to hours, wages and any terms or conditions of employment. The Union likewise agrees that it will not intimidate or coerce any employee covered hereunder in the exercise of their rights set forth herein or under law.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Employment Relations Commission, formerly the State Labor Mediation Board, or a mediator from such public agency, pursuant to the provisions provided by law.
- C. The Union and its members shall have the right to use school building facilities for meetings at reasonable hours, outside of the working day. No secretarial/clerical personnel shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards shall be made available to the Union in areas that are reserved for the exclusive use of secretaries.
- D. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District that has been made public and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the secretarial/clerical personnel, together with such information that may be necessary for the Union to process any grievance or complaint.
- E. The Association shall be granted up to ten (10) days release time to conduct association business. If a substitute is required, the Association will reimburse the board for the pay of the substitute.

ARTICLE IV  
COMPENSATION

- A. The rates of hourly compensation of employees covered by this Agreement are set forth in Schedules A - D that are 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.

An hourly pay differential of \$2.20 at steps 6-9; \$1.35 at steps 3-5; and 65 cents at steps 1 and 2, will be added to the pay of employee regularly assigned to the position of finance assistant, in Classification A, who actually hold an associates degree or higher that includes appropriate business related course work. The Manager of Finance shall determine appropriate course work. No employee assuming one of these positions after July 1, 1999 will receive this differential who does not have the requisite degree.

- B. Time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day, forty (40) hours in one week and on Saturdays, but overtime shall not pyramid. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays.

## ARTICLE V

### NEGOTIATIONS PROCEDURES

- A. Within sixty (60) calendar days prior to the termination of this Agreement, as provided for in Article XIX, Duration of Agreement, the parties will commence negotiations on a successor agreement.
- B. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of Michigan Educational Support Personnel Association (MESPA) membership voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. An employee engaged in collective bargaining with the Board during regular work hours will suffer no loss of regular straight time compensation.

## ARTICLE VI

### ABSENCES AND LEAVES OF ABSENCE

- A. Sick Leave Days Allowance. All regular and full time twelve (12) month service employees, who have acquired seniority, shall be granted a current sick leave days allowance of 1.125 days for each month of their service, or thirteen and one-half (13.5) days per year. Eleven (11) and ten (10) month service employees, who have acquired seniority, shall be granted a current sick leave days allowance of 1.0455 and 1.05 days respectively, for each month of their service, or eleven and one-half (11.5) or ten and one-half (10.5) days per year. Unused, current sick leave days shall accumulate at an annual rate of ten and one-half (10.5), eleven and one-half (11.5), or thirteen and one-half (13.5) days in accordance with their assigned service year. At the beginning of each service year, the employee's "bank" of accumulated sick leave will be credited with full allowance for the current service year. If the employee leaves the school system during the service year, proper adjustments or changes will be made for sick leave payments not actually earned. Also, an otherwise eligible employee who works less than the daily work hours mentioned in Article XIII will receive this benefit computed on a pro-rated basis.

Sick leave days may accumulate to a total of one hundred ninety three and one-half (193.5) days. Days not used beyond 180 at the end of each year shall be added to the bank described in Section D of this Article.

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 previously accumulated shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations and the current allowance to the credit of the employee at the time of the absence.

Article VI - Absences and Leaves of Absence (continued)

Pay for Unused Sick Days

Each employee with a minimum of five (5) year's service in the district and a minimum of thirty (30) accumulated sick leave days shall, upon voluntary resignation or retirement from the district, receive payment of forty dollars (\$40) for each accumulated day up to the maximum allowable accumulation of one hundred eighty (180) days.

C. Sick leave days allowance absences shall include:

1. Personal illness, injury, quarantine or hospital confinement due to childbirth or complication due to pregnancy. Also for an employee's period of temporary and total physical disability directly related to the employee's pregnancy or childbirth. The parties agree such an employee may be subject to examination by the board' physician.
2. Serious injury or illness, when employee's presence is required, or death in the immediate family. Immediate family includes spouse, children, father, mother, brother, sister, father-in-law and mother-in-law of the employee.

In defining illness in the immediate family, the Superintendent of Schools may extend such definition upon special application for such extension in unusual cases.

3. Personal business matters, not to exceed three (3) days per service year. These days are deducted from the sick bank allowance. The purpose of such personal business days is to relieve the employee of financial hardship in situations over which there is no control.

Personal business, as defined here, means an activity that requires the employee's presence during the workday 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 the working day or on the weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth and emergencies are considered to be justification for the utilization of the personal business day policy.

The executive director of personnel relations may grant additional personal business days from the employee's sick bank only for personal business purposes established in this section, upon the presentation of acceptable verification of need. The decision to grant or not grant additional personal business days shall not be subject to the grievance procedure.

Recreation, social functions and interviews for new employment are examples of activities not within this policy. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or vacations and the first and last days of the school year.

Upon application an employee will be granted up to two (2) days per school year for required religious observance; i.e., those observances which cannot be met at a time other than during the school day. An employee who requests such time will identify the holiday(s) and provide the 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.

4. Personal excused absences, without payroll or sick leave deductions, may be authorized by the Superintendent, for affairs relative to community service.
5. Such time as is necessary up to twenty-five (25) days total per family per adoption for the exigencies associated with the adoption of a child.



Article VI - Absences and Leaves of Absence (continued)

- 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 their sick leave to the 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 June 30 of each year.

Also, if any sick bank days so contributed by employees under this provision remain, or have not been utilized as of June 30 of each 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 a personal and 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 sick leave days provided for in Sections A and B above, shall be eligible to apply to the Sick Leave Bank for coverage for the remaining work days of the disabling illness or injury until eligible for long term disability insurance provided for in Article XIV, Section E. The Sick Leave Bank benefits will be paid for the five (5) consecutive work days waiting period after the employee has been absent thirty-five (35) additional consecutive work days (that is, on the 41st work day) due to the same or directly related disability.
  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.
  6. Based on the Sick Bank fund balance as of the first day that benefits are paid to an employee, withdrawal from the Sick Bank shall not exceed 20 percent of the total days in the Sick Bank at the time.
- E. Child Care Leave. A child care leave of absence without pay of up to one (1) year shall be granted to an employee upon the written request for such leave. The employee may be required to present evidence of the reason for such leave.
- F. Union Business Leave. Any employee who has acquired seniority elected to or selected for a full time Union office or position which takes an employee from employment with the Board shall be granted a leave of absence without pay for a period not to exceed one (1) year, subject to renewal, if necessary, at the end of the year. An employee's seniority shall accumulate during such leave of absence. The parties agree a maximum of six (6) employees shall have the right to exercise this right at any one time. Such leaves shall be requested in writing far enough in advance so that replacement arrangements, if any, can be made.
- F. Jury Duty Leave. An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee received for such service and the amount of straight time earnings lost for such service up to a limit of eight (8) hours per day and forty (40) hours per week. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to regular duties with the Board. Such compensation shall be payable only if the employee (1) gives the Board prior notice of 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. An employee shall also continue to have hospitalization and life insurance coverage, set forth in Article XIV, continued during the time of jury duty service.

Article VI - Absences and Leaves of Absence (continued)

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 in excess of three (3) months is replaced, it shall be on a permanent basis. An employee, when returning from such a leave shall be employed in a classification in the same level as permanently assigned to when the leave commenced.
4. Seniority shall accumulate during a leave under this section up to a maximum of three (3) months.

I. Emergency Leave. An emergency leave without pay may be granted for up to five (5) workdays. The duration of the emergency leave may be increased following the Board's receipt of the employee's reasons from the written request to extend the 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 the employee's sick leave allowance days. Two (2) renewals of ninety (90) days each may be granted upon the advice of the doctor. An employee during the first ninety (90) days of sick leave without pay shall continue to accumulate seniority, vacation and sick leave days allowance eligibility.

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

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

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

N. Secretarial/clerical personnel must notify the office of the Executive Director of Personnel Relations or other office as directed of an impending absence. Absences shall be reported to the same office as soon as possible, but by 7:15 a.m. for the secondary schools and not later than 7:30 a.m. for other schools and offices on each day of the absence, except in the case of a continuing illness, in which case they will give a minimum of one (1) day advance notice of their return to work.

O. The Employee's Absence Report form shall be promptly filled out by the employee upon return from an absence. It is obtained from and returned to the immediate supervisor.

Requests for anticipated absences should be submitted in advance to the immediate supervisor.

ARTICLE VII

TERMINAL PAY

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

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

- C. Upon retirement, the employee must take the initiative of notifying the executive director of personnel relations if eligible for the retirement terminal pay. The executive director of personnel relations will check the official school records and forward to the employee and to the finance manager the outcome. If an employee is eligible, the finance manager will determine the amount of terminal pay and will inform the applicant who shall receive the terminal pay funds through a 403 (b) account.

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

ARTICLE VIII

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 IX  
PROBATIONARY PERIOD

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

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

ARTICLE X  
SENIORITY

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

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

8. If an employee falsifies a leave of absence application.
- C. The Board will provide the Union a seniority list within two (2) weeks after the effective date of this Agreement and annually thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, classification, location, step and level.
- D. 1. In the event of a layoff, persons working on a temporary or seasonal basis will be terminated. Next to be terminated will be probationary employees if the number of qualified replacements for them, determined to be required by the Board, are available from among the remaining seniority employees in the work force.
2. a. Further reductions shall be on the basis of employees' seniority, qualifications, and ability to perform the duties of the classifications' assignments they are given by the Board.
  - b. An employee whose classification assignment is eliminated for any reason shall have the right to bump the least senior employee in the same classification assignment, unless there is a vacancy in the same classification.

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

Article X - Seniority (continued)

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

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

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

- c. An employee shall be given not less than ten (10) and up to twenty (20) supervised days to satisfactorily perform the responsibilities and duties assigned by the operation of Article X, Section D. An employee not meeting the qualifications after the trial period shall be notified of the reasons in writing.
  - d. If an employee is not continued in employment by the operation of subsection D-2-a, b, and c, above, she/he shall be laid off out of the work force.
3. The parties agree no employee, as the result of any layoff, shall be allowed to advance to a classification assignment in a higher classification level through bumping procedure.
  4. Failure of any laid off employee to take advantage of the rights to bump under this section shall result in the permanent removal from the work force and the seniority list.
  5. Seniority shall accrue during a layoff to a maximum of two (2) additional years. Such seniority, however, shall be applicable only for purposes of layoff and recall and shall not be applicable to or be the basis of increasing the affected employee's eligibility for any employee benefits provided for elsewhere in this Agreement. An employee's eligibility for and the right to such benefits shall be suspended at the time an employee is laid off out of the work force, except as provided in Article XIV, Section B.
  6. An employee who is laid off out of the work force may request the vacation pay eligible for at the time of the laid off.
  7. The Board, except in those cases which are beyond its control, shall give an employee who is to be laid off out of the work force two (2) weeks' notice of such layoff.
  8. In the event of temporary layoffs due to conditions or occurrences not initiated or controlled by the Board, an employee may be laid off without regard to seniority for a period of ten (10) workdays.
  9. Recall shall be in reverse order of layoff, provided that a recalled employee possesses the qualifications and ability to perform the work of the classification assignment to which he/she is recalled.
- E. 1. The Board will notify the union of all Level D permanent vacancies. For a Level C and above classification assignment, the Board will notify all employees actively at work of a permanent vacancy or opening that exists in a classification assignment covered by this Agreement by posting the vacancy for five (5) consecutive work days. Awarding of the opening will be made on the basis of previous training, experience, evaluations, seniority, qualifications required and possessed and ability. No probationary employee is eligible to bid for such a vacancy. An employee shall also not be eligible to bid if previously awarded a vacancy in the same classification level or a lower classification level on the basis of this section within the previous six (6) months measured from the original date of the posting unless the employee is the only bidder. No bid shall be made by an employee not actively employed at the time of the posting, except an employee who is laid off out of the work force. A subsequent and permanent vacancy or opening that may result by virtue of the original posting shall also be posted immediately following the supervised days listed in number 4 below.
2. All internal candidates bidding on a position who meet the qualifications set forth in the position posting shall be provided an interview. An unsuccessful internal candidate may request from the selecting administrator a written statement delineating the reasons for the denial based on an analysis of the criteria in the posting.

Article X - Seniority (continued)

3. If a permanent vacancy or opening in a classification assignment is not filled by the bidding procedure set forth above, the Board shall have the right to hire a new employee, permanently transfer, or recall an employee having the same qualifications, ability, previous training and experience as required of the original bidders for assignment to the permanent vacancy or opening.
4. An employee who is awarded a vacancy by virtue of bidding shall be given a minimum of thirty (30) and up to sixty (60) supervised days to qualify by demonstrating the ability to satisfactorily perform the duties and responsibilities of the classification assignment to which employee has bid.

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

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

ARTICLE XI

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 XI 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 elsewhere in this Agreement;
3. Where the Board is without authority to take the action sought or legally it cannot act;
4. The termination or failure to re-employ any probationary employee.

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

Article XI - Grievance Procedure and Arbitration (continued)

B. Step One

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

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

The written Step One grievance shall contain the aggrieved employee's signature, all the related facts and the Agreement's written term(s) claimed to have been violated. The disposition to a Step One written grievance will be entered on the same grievance form and be signed by the Board representative rendering it. The aggrieved employee and Union representative and two (2) Board representatives may be present at the Step One meeting.

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to the 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 (5) 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 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

## Article XI - Grievance Procedure and Arbitration (continued)

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.

### 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, the party seeking arbitration will make a request for a list of arbitrators to the American Arbitration Association.

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

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

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

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

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



Article XI - Grievance Procedure and Arbitration (continued)

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 is discharged, may appeal the discipline or discharge first to the Executive Director of Personnel Relations, next to the Superintendent or designee and finally to the Board of Education, itself.

- D. The time limits provided for in Section B above may only be altered by the written mutual consent of the parties. A grievance not filed or appealed within the time limits provided herein will be deemed to be withdrawn. Failure to render a disposition within the time provided shall be the basis of the grievance proceeding to the next step.
- E. The term "days" when used in Section B above shall mean all work days (Monday through Friday) occurring during the term of this Agreement. Saturdays, Sundays and holidays observed by employees covered by this Agreement shall not be counted in establishing any time limits' dates set forth in Section B above. Days during the month of July, however, will not count towards any time limit dates.
- F. An employee's grievance may be withdrawn at any step, but that same grievance shall not be filed a second time.
- G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance procedure.
- H. The grievant must be present at any and all grievance hearings; otherwise, it will constitute an automatic acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless it is agreed by both parties to postpone the grievance hearing.
- I. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any employee or the Board.
- J. Union Representation. For purposes of the grievance procedure, employees shall be represented by employees designated as Union Reps as follows:

Representation Group

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

The names of all Union Representatives, including the Union President, shall be filed in writing with the Board within five (5) days after their appointment. No Union Reps 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 rep or the Union President must receive prior permission of the immediate supervisor prior to utilizing time during the working day to investigate or process a grievance. Such permission shall not be unreasonably withheld and will be granted within twenty-four (24) hours of the request. Abuses of this privilege by a rep shall be the basis of a reprimand. The Union agrees it shall replace a representative who receives two (2) such reprimands.

ARTICLE XII

HOLIDAYS AND VACATIONS

A. Holidays

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

New Year's Day	Labor Day	Day After Thanksgiving
Good Friday	Memorial Day	Day Before Christmas
Easter Monday	Thanksgiving Day	Christmas Day
Independence Day		December 31

2. When the holiday falls on a Saturday, the immediately preceding Friday or the succeeding Monday will be honored as the holiday; and when the holiday falls on a Sunday, the immediately preceding Friday or succeeding Monday will be honored as the holiday. However, when school is in session, or it is not feasible to observe the holiday on a Friday or a Monday, the holiday will be given during the summer months, as determined by the employee and immediate supervisor, or in the case of 12/24, 25 and 31 and 1/1, the holiday may also be observed on the preceding Thursday or the succeeding Tuesday, at the request of the board.
3. An employee, to be eligible for any holiday, shall be required to work or be paid on the payroll the scheduled workday immediately prior to and following the holiday or the day on which it is celebrated.
4. If a holiday occurs during an employee's vacation, shall, if otherwise eligible, receive a mutually agreeable additional day off in lieu of holiday pay.

B. Vacations

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

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

2. Regular employees who do not work the full scheduled year shall be paid a pro-rated vacation based on the number of days worked during that year and the seniority table in Section B-1 above.
3. The vacation period shall be during the summer months, prior to August 16 and/or when school is not in session, unless otherwise mutually agreed on by an employee and the immediate supervisor. However, offices not affected by school routine may take vacations at any time if agreed upon by the immediate supervisor and with the approval of the Superintendent of Schools, provided this can be handled without additional cost to the Board and within the personnel resources of the particular department.
4. Vacation days shall not be accumulative from one year to the next and are to be taken annually, as set forth in Section B-3 above.
5. Except as provided in Section B-6 below, an employee shall not receive vacation pay in lieu of paid vacation time off provided for herein.

Article XI I- Holidays and Vacations (continued)

6. An employee who, by voluntary separation, permanently leaves the employment of the Board during a fiscal year due to a just cause as ascertained by the Superintendent of Schools or delegated representative shall be eligible for full or pro-rata vacation pay in accordance with all the other provisions set forth elsewhere in Section B of Article XII.
7. An employee who leaves the employment of the Board during the current fiscal year (between July 1 and June 30 of the succeeding year) as the result of dismissal or who has less than six (6) months of service shall forfeit all vacation rights and is not eligible for any paid vacation time or pay.
8. A twelve month secretary who is unable to use all of her or his vacation on or before June 30 in a given school year because of the necessity to complete the end of the school year work or activities as agreed upon with the principal or head of the department may carry up to five (5) vacation days into the immediately following July.

ARTICLE XIII

WORK SCHEDULES

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

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

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

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

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

ARTICLE XIV

INSURANCE BENEFITS PROGRAMS

A. 1.a. Employee Benefits Program

(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 her or his eligible dependents (inclusive of domestic partners as defined in Appendix F) 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.

Each eligible employee who makes timely application for health benefits or for cash in lieu of health benefits will be given a flex account in one of the following amounts (beginning with the calendar year 2005):

- 1) Choosing the option to health benefits (Article XVIII, Section E.6)
  - (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 Plan:
  - (5) \$ 5,980 for electing single subscriber health benefits;
  - (6) \$12,542 for electing two person subscriber health benefits;
  - (7) \$13,716 for electing full family subscriber health benefits.

If an employee chooses option (1) above s/he 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 one of these options may also use part or all of the remaining amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

If an employee chooses the HMO (HAP) and elects option (2), (3) or (4) s/he 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 the remaining amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

If an employee chooses the traditional plan (MESSA), elects option (5), (6) or (7) and there is 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 account amounts in options (2) through (7) will be increased by four percent (4%) annually.

1.b. 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:

- a. A traditional plan, currently designated as MESSA Choices (with a \$100/\$200 deductible) or
- b. A health maintenance organization (HMO), currently designated as Health Alliance Plan (HAP).

Coverage for new employees shall become effective on the first (1<sup>st</sup>) day of the month following the completion of 90 workdays of service.

Article XIV – Insurance Benefits Programs (continued)

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, paid by the employer of the spouse.

This coverage will begin on the earliest possible effective date that the carriers can provide this coverage following ratification of the Agreement, and will remain in effect during the life of this Agreement.

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 XIV, A.1., above, and the other shall choose this option. This section, above, shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XIV, A. 1.

2. Life Insurance.

Upon application by a permanent and full-time employee, the Board shall provide group term life insurance coverage in the amount of \$45,000, including accidental death and dismemberment.

- B. Continuation of Health Coverage: An employee who is on a leave of absence in accordance with Article VI or who is laid off in accordance with Article X shall continue to have the Board provide the insurance coverages set forth in Section A above for the first three months immediately following the month the leave of absence, or layoff becomes effective and after, subject to the approval of the insurance carriers. Such an employee on a leave of absence or who is laid off who elects to have these coverages continued during the following nine (9) months or until the termination of the layoff or leave of absence, which ever occurs sooner, shall pay directly to the Board the total and current monthly premium for the insurance coverages continued for the employee on this basis.
- C. The coverages set forth in Section A above shall also apply to permanent employees who are scheduled to work less than forty (40) hours and more than nineteen (19) hours per week.

An employee hired following June 13, 1989, shall receive fully paid insurance that is set forth in A1 above by working 28 hours per week or more. Working 20 through 27 hours per week, the employee shall pay one quarter (¼) the monthly premium for insurance.

Working 19 hours or less per week, the employee shall pay one half (½) the monthly premium for insurance.

The parties agree to participate on a committee that will consider hospitalization insurance costs, alternative coverages, variation in carriers and other matters.

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

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

The Board will provide dental insurance coverage to each full-time and eligible employee as specified and limited according to the following description:

- a. Benefit Level: Class I 100% of customary and reasonable fees.  
Oral Exam, Prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.
- b. Benefit Level: Class II 80% of customary and reasonable fees.  
Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, periodontic.

Article XIV - Insurance Programs (continued)

- 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 years old.

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

The carrier shall be exclusively selected by the Board.

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

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

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

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

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

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

- E. Long Term Disability Plan. Effective when the Board arranges this coverage with an insurance carrier and for the term of this Agreement, the Board shall provide Long-term disability insurance for all eligible, permanent and full time employees who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty hours per work week.

The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide 66-2/3 percent of the employee's straight time monthly earnings in effect at the time becoming totally disabled, (up to a maximum of \$2500 per month), commencing 180 days after the date the employee becomes totally disabled and continues until the employee is able to return to work, or expires, whichever occurs soonest.

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 Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Board sponsored pension and insurance benefits plans.

The Union agrees an employee's coverage will terminate effective on the date of retirement, resignation, termination, layoff, or leave of absence for any reason becomes effective. The carrier and an employee and/or

Article XIV - Insurance Programs (continued)

the Union shall resolve any problems or differences that may arise between them and Article XI of the Agreement shall not be operative with reference to the resolution of such problems or differences.

- F. Vision Care Program. For those who choose the traditional plan, the district will continue to offer 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. Employees who choose vision only will continue to receive BCBS Series A-80 benefits.
- G. Workers' Compensation. Any secretarial/clerical employee who is absent because of any injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the weekly Workers' Compensation payments prescribed by law and the employee's regular salary, to the extent and until such time as such employee shall have used up their sick leave.
- H. The Board, by the payment of the premium for the insurance coverage provided herein, totally satisfies and limits any and all the obligations it has, as set forth herein. It is also agreed a disagreement, dispute, or difference of opinion that may arise on benefits, coverage, eligibility, etc., shall not be the subject of a grievance or form the basis of any other similar action by the employee against the Board or the Union.
- I. The Board, by payment of the premium payments required to provide the insurance coverage and the proper discharge of all other obligations set forth in Article XIV, Insurance Programs, shall be relieved from all other liability and obligations with respect to the providing of such insurance coverage. All other aspects of such insurance coverage shall be as set forth in the insurance carriers' policies, contracts with the Board and their rules and regulations.

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

ARTICLE XV

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 XVI

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 XVII

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 XVIII

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The wages, hours, terms and conditions of employment of secretarial/clerical personnel shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. 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 secretarial/clerical 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. Utilization of additional automatic office equipment, that shall have a major or significant effect on the working conditions, hours and wages of the employees covered by this Agreement, the Board will discuss such changes with the Union before they are made. The Board agrees to give any employee whose present classification is directly influenced and involved with such technological changes reasonable time to qualify on such new equipment. Any new jobs that may be created by such changes, if they are customarily or generally determined to be of the variety of classifications herein covered, shall be posted as provided for in Article X, Section E.

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

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

- E. The Board, the Union and all employees agree not to discriminate against anyone on the basis of his/her race, creed, color, religion, age, national origin, ancestry, sex, marital status, or membership and participation or nonmembership or nonparticipation in any organization.
- F. An employee shall have the right to examine all the material in their personnel file which has accrued after their employment and which is related to the job. A representative of the Union may, at the employee's request, accompany the employee in the review.
- G. The Board shall reimburse an employee, who is authorized and required to drive their personal car in the course of performing work, at the mileage rate consistent with the prevailing IRS mileage reimbursement allowance for actual miles driven in the performance of their duties.
- H. The Board will reimburse an employee for any loss, damage, or destruction of occupationally appropriate and required clothing or personal property while fulfilling the duties and assignments, which exceeds ten dollars (\$10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired and other pertinent information regarding the loss. Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement under this section.
- I. An employee shall be held responsible for loss within the school, or while on official school business, of school property or students' property when proof of negligence is established.
- J. Special Conferences for important matters will be arranged between the Union President and the Board's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed to times and places, shall be attended by up to three (3) representatives of the Board and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. No additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.



Article XVIII - Miscellaneous Provisions (continued)

- K. An Employee Evaluation Committee composed of two (2) members representing each party shall be established. The Employee Evaluation Committee shall be charged with the following: (1) review procedural matters dealing with employee evaluation; and (2) recommend changes in evaluation policies and procedures. This committee shall meet at least once each year.

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

An employee will receive a copy of the formal evaluations.

- L. A transfer of a secretarial/clerical employee may be made by the Board in order to permit efficiency or to meet emergency situations. For the first five (5) days of such transfer, the employee will maintain the current rate of pay. After five (5) days, the employee will be placed on the proper salary classification of the job they are temporarily filling, provided that the salary is greater than that of the current position. When such temporary transfer goes beyond ninety (90) work days, it will be posted as a temporary vacancy. An employee in the same classification who bids shall be preferred over another applicant.

The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. The employer will consider a specific plan of reasonable accommodation proposed by an affected employee and the Association. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.

- N. At the employee's option, less than twelve (12) month employees may elect to receive their salary over twenty-six (26) pay periods each year.
- O. Upon the recommendation of the administrator in charge of the location to which the employee is assigned, an employee's position will be reviewed by an administrative committee which will determine whether new and different duties have been added to the responsibilities of that position, such that their addition increases the employee's workload to a point that warrants that the position be upgraded. The decision of the administrative committee shall be final.


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


ARTICLE XIX


DURATION OF AGREEMENT

This Agreement, originally effective as of July 1, 2004, and, which was originally to continue in full force and effect until 11:59 p.m., June 30, 2007, has been extended by mutual agreement of the parties, and shall continue in full force and effect until 11:59 p.m., June 30, 2008. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2008, give written notice of termination.

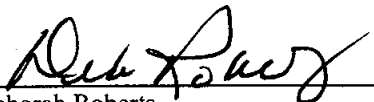
MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION (MESPA)


By   
Steven Amberg  
Executive Director

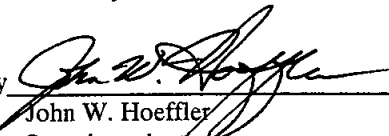
By   
Denise Wahl  
President


By   
Sandy Kopelman  
Vice President

BIRMINGHAM BOARD OF EDUCATION

By   
Deborah Roberts  
President

By   
David Garrett  
Secretary

By   
John W. Hoeffler  
Superintendent

By   
E. R. Scales  
Executive Director Personnel Relations

SCHEDULE A

COMPENSATION

July 1, 2004 through June 30, 2005

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	13.71	14.19	15.62	16.20	16.74	17.24	17.96	18.23	18.87
B	13.12	13.59	14.95	15.50	16.02	16.50	17.19	17.44	18.06
C	12.81	13.34	14.56	15.06	15.58	16.07	16.79	17.01	17.61
D	12.18	12.52	13.80	14.30	14.71	15.36	15.78	16.23	16.91

Classifications:

- A Secretary A, Office Assistant A
- B Office Assistant B; Secretary B; Bookkeeper B
- C Office Assistant C; Bookkeeper C
- D Office Assistant D

SCHEDULE B  
COMPENSATION

July 1, 2005 through June 30, 2006

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$14.26	\$14.76	\$16.25	\$16.85	\$17.42	\$17.94	\$18.69	\$18.97	\$19.63
B	\$13.65	\$14.14	\$15.55	\$16.13	\$16.67	\$17.17	\$17.88	\$18.14	\$18.79
C	\$13.33	\$13.88	\$15.15	\$15.67	\$16.21	\$16.72	\$17.47	\$17.70	\$18.32
D	\$12.67	\$13.03	\$14.36	\$14.88	\$15.30	\$15.98	\$16.42	\$16.89	\$17.59

Classifications:

- A Secretary A, Office Assistant A
- B Office Assistant B; Secretary B; Bookkeeper B
- C Office Assistant C; Bookkeeper C
- D Office Assistant D

SCHEDULE C

COMPENSATION

July 1, 2006 through June 30, 2007

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$14.55	\$15.06	\$16.58	\$17.19	\$17.76	\$18.30	\$19.06	\$19.35	\$20.02
B	\$13.92	\$14.42	\$15.87	\$16.45	\$17.00	\$17.51	\$18.24	\$18.51	\$19.17
C	\$13.59	\$14.16	\$15.45	\$15.98	\$16.53	\$17.05	\$17.82	\$18.05	\$18.69
D	\$12.93	\$13.29	\$14.64	\$15.18	\$15.61	\$16.30	\$16.75	\$17.22	\$17.95

Classifications:

- A Secretary A, Office Assistant A
- B Office Assistant B; Secretary B; Bookkeeper B
- C Office Assistant C; Bookkeeper C
- D Office Assistant D

SCHEDULE D

COMPENSATION

July 1, 2007 through June 30, 2008

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$14.84	\$15.36	\$16.91	\$17.54	\$18.12	\$18.66	\$19.44	\$19.73	\$20.43
B	\$14.20	\$14.71	\$16.18	\$16.78	\$17.34	\$17.86	\$18.61	\$18.88	\$19.55
C	\$13.87	\$14.44	\$15.76	\$16.30	\$16.86	\$17.39	\$18.17	\$18.41	\$19.06
D	\$13.18	\$13.55	\$14.94	\$15.48	\$15.92	\$16.63	\$17.08	\$17.57	\$18.30

Classifications:

- A Secretary A, Office Assistant A
- B Office Assistant B; Secretary B; Bookkeeper B
- C Office Assistant C; Bookkeeper C
- D Office Assistant D

CLASSIFICATION ASSIGNMENTS

CLASSIFICATION A

Human Resource Assistant  
Benefits & Compensation Assistant  
Finance Assistant

SECRETARY

Director/Community Relations  
Director/Building and Grounds  
Director/Student Support Services  
Director/Instruction  
Director/Technology Services  
Purchasing/Finance  
ES Principal  
MS Principal  
SHS Principal  
Transportation  
Maintenance

CLASSIFICATION C

Athletics, SHS  
Std Act/Sup All, SHS  
Attendance, SHS  
Counselors, MS, SHS  
Media, MS, SHS  
Registrar, SHS  
Book Processor, Technology Services  
Receptionist, SHS  
Bookkeeper, SHS  
Attendance/Data Entry  
Finance  
Maintenance

CLASSIFICATION B

Payroll  
Activities & Attendance, SHS  
Transportation  
Bookkeeper, Finance  
Community Ed  
Finance, Accounts Payable  
Information Services  
Maintenance  
Assessment

SECRETARY

Autistic  
Special Education  
Vocational Education

CLASSIFICATION D

Office Assistant, ES  
Receptionist, MS  
Attendance, MS  
Office Assistant, MS

EXHIBIT A

SECRETARIAL/CLERICAL EMPLOYEES  
ANNUAL EVALUATION PROGRAM---GUIDELINES

1. Period of Evaluation and Completion Date

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

Following the first year of employment, each secretarial/clerical employee shall be evaluated once every three years on the Secretarial/Clerical Evaluation Form for the period from July 1 through the following June 30. This three-year evaluation cycle shall commence with the period ending June 30, 2004.

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

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

3. Evaluation Copies and Distribution

The evaluation form shall be prepared and distributed as follows:

Original	Executive Director, Personnel Relations
First Copy	Employee
Second Copy	Building File

4. Evaluation Discussion Arrangements

The following are recommended arrangements for conducting an evaluation discussion:

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



EXHIBIT B

LETTER OF INTENT

Attendance at work on inclement weather days, when our schools and other Board facilities are closed, has been extensively discussed during the negotiations on our successor Agreement. Both parties, I know, have genuine concerns about this matter.

In the interest of providing a mutually acceptable basis to resolve this issue during the term of the Agreement between the parties, we will adhere to the following procedures:

1. During the fiscal year an employee will be granted up to two (2) paid days of excused absence, only for that year, to be utilized on days when all or part of schools and/or other buildings are closed because of inclement weather. Whenever a secretarial/clerical employee in a student occupied building can exercise the option of the use of those two snow days, any secretary or clerk in the system has that same option.
2. If more than two (2) such absences are experienced by an employee during the fiscal year, the employee, if otherwise eligible and according to the conditions included in 1 above may utilize a paid sick leave day to avoid sustaining a loss of compensation by the absence.
3. As in the past, if all schools and other school district facilities are closed due to inclement weather and our secretarial/clerical employees are excused from work as a group, they shall not suffer a loss of compensation for the day, or be required to utilize one (1) of the two (2) days set forth in 1 above or a paid sick leave day, as provided in 2 above.

This procedure will operate to the advantage of both our affected employees and the school district and will prove to be an equitable basis of addressing this concern.

/s/John W. Hoeffler  
Superintendent

Reference Date Originally Agreed upon by Dr. Hoeffler:

Date: October 1, 1991

EXHIBIT C

LETTER OF INTENT ON FLEXIBLE WORK TIME SCHEDULING

This is to confirm the Board intends, where practicable, to continue to consider and, when feasible, approve revisions in working hours, particularly during the summer months, that embody the principles of flexible scheduling. This can result from an employee's request or the requests of a number of employees.

It is understood and agreed that the final decisions on all such work hour change requests will be made by administration, exclusively, after carefully considering the reasons for and the various factors impacting the possible change(s) in scheduled work hours.

Also, it is understood and agreed that a particular decision on flexible scheduling of work hours shall not constitute the basis nor establish any precedent for any other employee requested change in work hours.

Finally, it is understood and agreed that Article XI, Grievance Procedure, shall not be operative relative to any administrative decision or aspect of flexible scheduling of work hours and that this letter of intent in no way alters the provisions of and is subordinate to Article XIII, Work Schedules.

BIRMINGHAM BOARD OF EDUCATION

Reference Date:

Date: October 1, 1991

Executive Director of Personnel Relations

EXHIBIT D

LETTER OF UNDERSTANDING

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

EXHIBIT E  
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.

## EXHIBIT E. DOMESTIC PARTNERS. (continued)

### 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 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 an "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 XIV, 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:

- \$ 0 for single subscribers;
- \$550 for two-person subscribers;
- \$828 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 XIV, Section A. The parties acknowledge that future arrangements regarding the provision of health benefits in Article XIV, 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.

Secretarial CBA 2004-08 3-07-06/Pr:Secretarial Contract