

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

2024-2025

2025-2026

2026-2027



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AGREEMENT

This Agreement is made and entered into this 12th day of August 2024 by and between the Board of Education of the Berkley School District, thereafter called the "Board" and Berkley Educational Secretaries Association/MESPA-MEA hereinafter called the "Association".

ARTICLE I

Recognition

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

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

ARTICLE II

Agency Shop

Section 1. Pursuant to the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every employee shall have the right to organize or choose not to organize, to join or choose not to join, and to support or choose not to support the Association for purposes of collective bargaining.

Section 2. Employees shall not be prevented from wearing insignia pins or other identification of Association membership.

Section 3. The Board shall provide employees with the appropriate equipment and physical environment conducive to adequately perform the duties and responsibilities of the position in an efficient manner. The Board will make every effort to create an environment and provide the necessary equipment to make all employees as comfortable as possible.

ARTICLE III

Board Rights

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

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

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

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

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

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

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

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

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

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

J. Determine the size of the management organization, its function,

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

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

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

ARTICLE IV

Strike Prohibition

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

ARTICLE V

Fair Practices

Section 1. The Association agrees to admit persons to membership without discrimination on the basis of race, religion, color, national origin, sex, sexual orientation or transgendered identity, age, marital status or family status, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively "Protected Classes") and to represent all secretaries without regard to membership or participation in, or association with the activities of any secretarial organizations.

Section 2. The Board agrees to continue its policy of not discriminating against any secretary on the basis of race, religion, color, national origin, sex, sexual orientation or transgendered identity, age, marital status or family status, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively "Protected Classes"), or membership or participation in, or association with the activities of any secretarial organization in the hiring or placement of secretarial personnel.

ARTICLE VI

Grievance Procedure

Section 1. Definitions

A. A "grievance" is a claim of violation of this contract or a dispute as to the

interpretation or application of this contract.

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

Section 2. Purpose

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

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

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

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

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

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

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

opinion shall be binding upon the Board and the Association. It shall be the function of the arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violations of the Agreement.

- A. They shall have no power to change the legal substance of this Agreement.
- B. They shall have no power to establish salary scales.

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

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

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

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

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

ARTICLE VII

Working Schedules and Conditions

Section 1. The work day for full-time (52 week) secretaries shall be eight or seven and one-half hours, exclusive of the lunch period. For the period when school is not in session, the work day shall be eight or seven and one-half hours, exclusive of the lunch period of one-half hour. A secretary's work day will consist of an unpaid lunch break and a paid fifteen (15) minute break in the morning and afternoon in accordance to the school's established office hours. The work schedule for less than fifty-two (52) week employees shall be as indicated in Appendix A of this Agreement. Flex-time shall

be permitted as mutually arranged between the employee and their immediate supervisor.

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

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

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

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

Section 6. Absences from work must be reported by the secretary to their immediate supervisor and report in the applicable absence management system as may be designated. In the event regularly employed personnel must be absent for any reason, substitute assistance will be employed as necessary and as determined by the immediate supervisor in consultation with the absent employee. Regularly employed personnel shall not be required to act as a substitute. However, less than full-time secretaries shall be given first option to assume substitute positions within their building(s) at their current hourly contractual rate unless assuming the responsibilities of a higher classification position (see Article X, Section 9).

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

Section 8. Secretaries shall not be held responsible for loss of school property or student property, either within the school or while on official school business, unless the Board or its designee has reasonable cause to believe the secretary has been negligent.

ARTICLE VIII

Holidays

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

Independence Day
Friday before Labor Day
Labor Day
Jewish Holidays (Rosh Hashanah and Yom Kippur)
Thanksgiving Break

Winter Break
MLK Day
Good Friday
Memorial Day
Juneteenth

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

Section 2. If a secretary is assigned to work on a holiday, they will receive regular daily holiday pay, plus their daily rate of pay for the number of hours worked (guaranteed minimum four (4) hours) or, at the secretary's option, one (1) compensatory day.

ARTICLE IX

Vacations

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

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

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

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

Section 4. After year one, eligibility for one's vacation and years of service will be computed as of July 1. The total number of vacation days for use will be available on July 1 each year.

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

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

Section 6. If a secretary resigns or retires, they will receive pay for any unused vacation credit, including any that might have been accrued in the current fiscal year up to the maximum payout allowable. See Section 8.

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

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

ARTICLE X

Vacancies, Transfers, Reduction in Staff, and Promotions

Section 1 – SENIORITY

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

B. New secretaries shall be considered probationary employees until they have completed sixty (60) work days of employment. There shall be no seniority among probationary secretaries. Seniority shall accumulate from the date of employment once a secretary has successfully completed the probationary period.

C. Secretaries who satisfactorily complete the probationary period will be evaluated once every three (3) years as outlined in Article XV, Section 3. New hires will be evaluated at least one (1) time before their first anniversary date.

D. A probationary secretary whose performance evaluation is unsatisfactory may be terminated prior to or at the conclusion of the sixty (60) day probationary period.

Section 2 - TRANSFER

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

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

Section 3 - PROMOTION

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

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

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

Section 5 - VACANCIES

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

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

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

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

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

D. The most senior and qualified applicant meeting the posted qualifications shall be awarded the position. An applicant may be required to re-qualify and/or retest for the position. If more than one (1) applicant applies for a position, all applicants must be re-tested if it's determined that retesting is necessary.

E. Unless waived by both parties, there will be a twenty (20) work day trial period for those Bargaining Unit Members who are in a new position. The Bargaining Unit Member's former position will be staffed by a substitute secretary until the trial period is over. During the Trial Period, the member can exercise her/his right to return to her/his previous position. Also during this time, the secretary's immediate supervisor will complete an initial evaluation. In such cases where it is determined by the supervisor that the employee is unsatisfactory in the new position, the supervisor shall prepare a written statement giving reasons why the employee is not qualified. A copy shall be given to the employee and to the Association President, and the employee shall be returned to her/his former position within the bargaining unit. The decision of the supervisor shall be final and not subject to the Grievance Procedure.

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

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

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

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

I. In the event the District cannot efficiently schedule work during the summer recess period to BESA employees within their regular schedule, the work shall be posted in accordance with Section 5, B and awarded per Section 5, D in this Article.

J. Prior to the expiration of this Agreement, a comprehensive panel to include Administration and Association Leadership will convene to review Article X, Section 5 D in order to establish a procedure that identifies qualifications for a posted position. The procedure will establish a metric to be considered by a joint committee of Association Leadership and Administration to determine qualifications, to include evaluations and other factors, with the seniority date being the predominant factor in determination. This metric will not be used to diminish seniority for a current BESA member.

Section 6 – CLASSIFICATION CHANGE

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

B. The secretary in said position shall remain in the position without posting assuming they meet the minimum qualifications of the redefined position.

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

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

Section 7 – REDUCTION OF STAFF

A. In the event a secretarial position is increased, reduced or eliminated, i.e. by total number of hours, the Administration will notify the Association and the individual(s) involved, in writing, at least thirty (30) days in advance of the scheduled change. In the event a position is eliminated, the District will consult

with the Association to determine how the work performed in that position will be distributed. However, in the event of an actual drop in the District's fund balance (based on MDE's established Early Warning trigger), or an otherwise significant drop to district revenue or increase in district expenditures (as determined by the District after conferring with the Association), the District may reduce or eliminate unit positions without eliminating the work.

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

DISPLACEMENT

1. When a position or positions are eliminated, the most senior secretary will be placed in an existing vacant position in the same classification and work year. If a vacant position is not available, the secretary will displace the least senior secretary within their classification and work year, providing they meet the qualifications of that position.

For displaced purposes only:

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

All 41-49 week, 27-37.5 hour positions shall be considered the same work year.

All 42 week, 22.5 or less hour positions shall be considered the same work year.

2. If the displaced secretary happens to be the least senior secretary or does not meet the qualifications of a position held by a less senior secretary in their classification and work year, they may displace the least senior secretary in the next lower classification and work year providing they meet the qualifications of that position.
3. If a secretary does not have seniority to displace a secretary in their classification or lower, but has more seniority than a secretary in a higher classification, they may displace the least senior secretary in their same work year, provided they meet the qualifications of that position.
4. If the Board chooses to place a secretary in a lower classification without following the above procedure, they may do so, as long as they receive the same pay rate and benefits that they would have received in their previous position. (Classifications shall be defined as 1A or 1B)
5. A displaced secretary has the option to go through the displacement process or choose a voluntary layoff.

Section 8 - LAYOFF

Secretaries whose employment is terminated as the result of reduction in staff will be placed on the seniority recall list, in seniority sequence. When such secretary is rehired, within a period of three (3) years, they will return to work on the same step of the salary schedule unless they have completed the year, in which instance, they would be automatically eligible for the next increment. All sick and accumulated benefits would be restored to said employee upon their return.

Section 9 – TEMPORARY WORK SITUATION

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

B. Should a secretary in a lower rated classification temporarily replace a secretary in a higher rated classification, said secretary shall have their salary adjusted by temporarily placing the secretary at their experience step in the higher rated classification. Upon returning to their previous duties, the secretary will again be compensated at their previous rate. A secretary's rate shall not be lowered if temporarily replacing a secretary in a lower rated classification.

ARTICLE XI

Paid Time Off (PTO)

Section 1 . A secretary will be allowed PTO as set forth in this Article to the extent of sixteen (16) school days per year for twelve (12) month secretaries and thirteen (13) days per year for less than twelve (12) month secretaries. A secretary shall receive credit at the end of the school year for the unused portion of the leave allowance.

The accumulated maximum total days, herein referred to as an employee's personal leave bank, shall not exceed two hundred five (205) days in any school year. Secretaries who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used their annual allowance for that year.

Section 2. SICK LEAVE shall be defined as:

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

If an employee is unable to perform their normal duties and responsibilities after three (3) consecutive work days due to personal illness or the illness of their immediate family, they will notify the Human Resources Office. The employee may be asked to provide a physician's statement explaining the specific illness and the expected length of the absence.

Any secretary who returns to duty following five (5) or more consecutive days of illness may be required to submit a physician's statement certifying that the employee is able to perform the essential functions of their normal responsibilities. The Board reserves the right to require the secretary to be examined by a Board designated physician at Board expense.

Section 3. BUSINESS LEAVE shall be defined as absence for the transaction of business which cannot be reasonably handled outside of school hours.

- A. Up to three (3) days per school year may be used for Business Leave.
- B. Business leave may not be granted during the first and last week of the school year and cannot be taken the day before or immediately after a holiday or school recess.

Section 4 . Except in an unforeseen emergency, notification to and approval of business leave shall be filed with the administrator at least two days in advance. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of business leave days include:

- 1. Recreational pursuits
- 2. Other employment except with administrative approval
- 3. Social functions
- 4. Travel
- 5. Child care (except in emergency situations)
- 6. Economic gains
- 7. Extension of holidays, vacations or other school recesses

Section 5. Any secretary who has exhausted their accumulated leave by virtue of an extended illness, qualifies for participation in the common sick bank and may make an application to withdraw from the common bank.

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

- A. The maximum number of days which may be withdrawn shall not exceed the number of days credited and accrued to the individual's sick bank on the first day of the current fiscal year or at such time as the individual joined the staff during the current school year.

- B. Extended illness shall be the basis for withdrawal and may be defined as hospitalization or prolonged care supervised by a physician.
- C. Application must be made, in writing, to the building administrator, stating dates (where possible) and such other data as may be pertinent and supportive.
- D. Applicant may be asked to provide medical support for their request.
- E. Fraudulent use of common sick bank may result in loss of wages for days so used and in loss of remaining common sick bank days.
- F. The common sick bank shall consist of 300 days renewable to that amount on July 1 of each year.

Upon review of the request, the building administrator shall forward the request to the Deputy Superintendent of Schools and Human Resources for action and written response.

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

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

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

Section 8. Upon completion of each semester, a secretary utilizing zero (0) sick or business leave days during that semester shall receive a \$250 bonus. A secretary utilizing one (1) sick or business leave day during the semester shall receive a \$125 bonus. Mid-semester hires become eligible for this incentive beginning their first full semester of employment. A secretary utilizing zero (0) sick or business leave days during the entire school year shall earn an additional \$100.

FMLA leave is excluded when determining incentive entitlement.

ARTICLE XII

Leave of Absence Without Pay

Section 1. The Board or its designee may grant secretaries who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent or Designee. Examples of such leaves are health, maternity, child care, study, research, professional association assignment and approved travel. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of the Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent.

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

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

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

Section 5.

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

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

Section 7. An eligible secretary desiring a leave of absence shall submit

such request to the Board of Education through the Human Resources' Office. Such requests shall be submitted by the Superintendent or Designee to the Board with their recommendation for action.

Section 8. For all secretaries whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent or Designee no later than the preceding March 1st. For all secretaries whose leave shall terminate at times other than the end of a school year, such letter of availability must reach the Superintendent or Designee no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

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

Section 10. Childbearing and/or Child Rearing Leave:

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

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

Section 12. The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all employees that request it for the following purposes: birth/care of child; adoption; serious health condition of the employee; care of a member of the immediate family with a serious health condition and certain qualifying exigencies permitted under FMLA when the employee's spouse, son, daughter or parent is on active duty with the Armed Forces (including the National Guard or Reserves). Maternity leave will run concurrently with FMLA, however, the employee may use paid leave, if days are available in their sick bank, for any disability during the FMLA leave. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave. For purposes of this Section, immediate family shall be defined as it is in the Federal Law governing this provision

ARTICLE XIII

Insurance Protection

Section 1.

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve-month period of each school year for all secretaries in the bargaining unit, except for those secretaries electing benefits under Section B below. Such benefits shall be provided to each secretary and their dependents, as defined by MESSA.

The District shall pay the annual amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding for each plan year:

Beginning January 1, 2019, these annual District paid amounts shall adjust annually to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. However, the 2018 Hard Cap increase will go into effect on July 1, 2018.

Employees will have the option to select medical/prescription coverage from one of the following options:

- MESSA CHOICES - \$1,000/\$2,000 in network deductible
- MESSA CHOICES - \$2,000/\$4,000 in network deductible
- MESSA ABC Plan* (HEQ/HSA)
- MESSA Essentials

*In the event there are changes in the minimum deductible for ABC Plan, then it shall be increased consistent with state and federal law.

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

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

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

1. Dental – A.D.N., self-funded with the following coverage:
 - Class I – 100%
 - Class II – 80%
 - Class III – 80%
 - Annual maximum - \$1,200
 - Ortho maximum - \$1,500
 - 2 cleanings/yr.
2. Reliance Term Life insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) for the member only. Such insurance protection shall be paid to the member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. Vision – National Vision Administration (NVA) with the same coverage as MESSA VSP-2 Silver including internal and external coordination of benefits.

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

B. Secretaries not electing medical/prescription coverage as described in Section A above shall be provided by the Board with the following insurance benefits for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to secretaries not enrolled in benefits under Section A above and their eligible dependents, as defined by MESSA.

1. A.D.N., self-funded with the following coverage:
 - Class I – 100%
 - Class II – 80%
 - Class III – 80%
 - Annual maximum - \$1,200
 - Ortho maximum - \$1,500
 - 2 cleanings/yr.
2. Reliance Term Life insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) for the member only. Such insurance protection shall be paid to the member's designated

beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

3. Vision – National Vision Administration (NVA) with the same coverage as MESSA VSP-2 Silver including internal and external coordination of benefits.
4. Each secretary shall receive a cash in lieu of medical coverage payment of two hundred fifty dollars (\$250) per month. Secretaries may apply this amount to one of the Board approved annuity carriers.

C. The Board shall provide, without cost to the secretaries, Reliance Long-Term Disability Insurance for each secretary. Benefits shall be paid at sixty-six and two-thirds percent (66 2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of their personal leave bank and common bank days, whichever is longer. The maximum monthly amount shall be up to \$3,000. Health benefits shall continue at no cost to the secretary for 24 months in the event of total disability. *(See Appendix C)*

D. The above insurance coverages shall be provided by the Board to all secretaries that are normally scheduled to work 32.5 hours or more per week. The Board shall pay the pro-rata portion of the premiums for those that are scheduled to work less than 32.5 hours per week based upon the ratio of average number of hours regularly scheduled to 32.5.

E. Each secretary, upon their date of employment and annually thereafter, is eligible to participate in the School District's Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan.

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

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

The difference between such regular salary payment and the daily amount received

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

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

ARTICLE XIV

Compensation

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

2024-2025

- Smoothing of the salary schedule to create consistent 5% increases between steps
- Eliminate Tracks A and B and $\frac{1}{4}$, $\frac{1}{2}$, and $\frac{3}{4}$ steps
- Eliminate Tier 2 on the salary schedule. Employees on Tier 2 in 2023-24 will move to the new Tier 1 smoothed salary (same step)
- Employees on the top step in 2023-24 will advance to the new top step (Step 8 - 5% increase)

2025-2026 – No Salary/Step Changes

2026-2027

- **Step Movement** - Employees on a Step in 2025-26 will advance one full step if the net change in per pupil allowance in 2026-27 is at least \$175 or greater than the previous year.
- **Salary Increase** - For the 2026-27 school year, should the audited Fall count be equal to or greater than the audited Fall count of the previous fiscal year (inclusive of the District's Shared Time program), the Salary Schedule will be adjusted to reflect the percentage increase to the District's state school aid foundation allowance from the previous school year, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The timing of the adjustment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this

provision. In no event shall the salary schedule be less than the 2025-26 schedule.

Section 2. Longevity pay will be paid by June 30 to all eligible secretaries covered by this Agreement who have completed the equivalent of five (5) or more years of service as of the secretary's anniversary date. If an eligible secretary resigns/retires prior to June 30th, their longevity payment will be paid on their last paycheck. The longevity pay schedule is as follows:

5 to 9 years	\$ 1,000
10+ years	\$ 1,600

Section 3. Overtime

- A. Time and one-half (1-1/2) of a secretary's regular straight time hourly rate shall be paid for all hours worked in excess of seven and one-half (7-1/2) hours in one day excluding lunch hour or thirty-seven and one-half (37-1/2) hours in one week.
- B. A rate of double a secretary's regular straight time hourly rate shall be paid for all hours worked on Sunday.
- C. Overtime or premium pay under this Section shall not be compounded or paid twice for the same hours worked.

Compensatory time, when provided in lieu of overtime wages, shall be at the same rate it would have been paid as overtime pay. Compensatory time may be taken by a secretary in lieu of monetary compensation at the discretion of the individual secretary. No secretary will be asked to take compensatory time in order to lengthen the work year for the individual secretary. Compensatory time shall be used at a time mutually determined by the employee and their administrator and must be scheduled by the end of their normal work year. In the event a secretary is unable to schedule their earned compensatory time by the end of their normal work year (June 30th for twelve month employees) because of administrative denial, they shall receive a monetary payoff for the equivalent amount of time.

Section 4. Paydays are every two (2) weeks. Should the District move to bi-monthly payrolls, BESA agrees to adjust to this schedule.

Section 5. All 12 month secretaries hired prior to January 1 and less than 12 month secretaries hired before February 1 will receive credit for one year of inside-of-system experience on the following July 1 and each year thereafter for salary schedule purposes.

Section 6. Whenever a secretarial employee is required to use their

automobile in the course of their employment, reimbursement shall be paid at the Board adopted rate of no less than the current IRS rate for such purpose. Authorization for such use should be made in advance by the immediate supervisor.

Section 7. New employees with previous experience of a secretarial or clerical nature as determined by the Deputy Superintendent of Schools and Human Resources may receive credit for each creditable work year within the ten-year period immediately preceding appointment to a secretarial-clerical position within the district:

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

Section 8. When a secretary seeks to upgrade their skills by taking courses or participating in in-service activities (including seminars and conferences) outside of their normal workday, they will be reimbursed by the Board of Education for the fees and materials required to a maximum of \$300 per course and/or in-service. To be eligible the secretary must receive prior approval from the Deputy Superintendent of Schools and Human Resources and provide the District with proof of satisfactory completion. Three thousand dollars (\$3,000) shall be allocated during each year of this Agreement for this purpose and an amount up to one thousand dollars (\$1,000) of any unused funds shall be carried forward from one year to the next. A secretary is not eligible for a second reimbursement during the same contractual year until all first requests have been honored and then only to the extent that funds are available. The Association shall receive notification of all activities regarding this account. Reimbursement of expenses, including salary and mileage, associated with Board required participation in similar activities during the secretary's normal workday shall not be charged against this account.

Section 9. Should a secretary terminate or separate employment from the District prior to the end of a school year, compensation will be pro-rated based on the portion of the school year worked prior to termination or separation from the District, i.e., salary, longevity, etc.

ARTICLE XV

Personnel Files, Evaluation and Employee Testing

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

Section 2. No material of an evaluative nature, originating after the initial employment, shall be placed in the secretary's personnel record unless they have had an opportunity to review said material. The secretary may submit a written notation regarding any material and the same shall be attached to the material in question. If

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

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

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

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

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

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

Section 6.

- A. The Board has the right to administer tests to applicants for a position to measure the skill level of secretaries when a secretary applies or “bumps” into a position in a higher classification or into a position of specialization where the secretary has not had an opportunity to demonstrate those skills on the job, or when the applicant is new to the district. In all such cases, the tests administered will be the same for all applicants.
- B. Any applicant will, upon request, be shown a representative sample of the tests to be administered prior to the testing session. In those instances, where samples are not available, secretaries, upon request, will be informed regarding skills to be tested and method of evaluation.
- C. The Board will, upon request, supply the Association with evidence of compliance with this section of the Master Agreement.

ARTICLE XVI

Association/Employee Rights

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

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

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

Section 4. BESA shall be given, upon authorization of the BESA president, fifteen (15) days release time to be utilized for attendance at Association and professional activities, providing that no one BESA member utilizes more than 3 days of release time. BESA agrees to notify and share with the Director of Schools and Human Resources the proposed activities in advance. Any release time request beyond these limits shall be subject to the approval of the Superintendent or Designee and the costs for any necessary substitutes for the additional release time beyond fifteen (15) days will be assumed by the BESA. The Association President will provide the Director of Schools and Human Resources with a copy of the agenda for informational purposes only.

Section 5. The Association shall receive, in writing, a new employee's name, address, date of employment in the bargaining unit, classification level, job title, work location and hourly wage.

Section 6. The Association shall receive a Seniority List on or before November 1st each year. The Seniority List will include the name, hire date, classification level, work year and hours for each employee.

ARTICLE XVII

Miscellaneous

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

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

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

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

Section 4. In any negotiations conducted between the parties to this Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

Section 5. If the parties fail to reach an agreement in any such negotiations, either party may invoke any lawful measures it may deem appropriate. The contract may be reopened for negotiation before the expiration date upon the

mutual agreement of both parties to the contract.

Section 6. The Board will allow secretaries to have two (2) in-service experiences yearly that will deal with pertinent areas of interest to all secretaries.

Section 7. The Board shall adhere to the Department of Education procedures regarding "Medications in School". Secretaries will not be required to perform duties outside these parameters.

Section 8. Employees shall be required to attend, during scheduled work hours, a minimum of six (6) hours of Professional Development per year. The two in-service experiences in Section 7 can be used to satisfy this requirement. These hours of Professional Development shall not apply to salary schedule advancements.

Section 9. A five percent (5%) discount will be given to any BESA member using district preschool and/or latchkey child care services.

Section 10. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

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

ARTICLE XVIII

Conformity of Law

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit; and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect and the parties shall meet upon the request of either party to renegotiate the provisions affected.

ARTICLE XIX

Severance Pay

Upon retirement (under provisions of the Michigan Retirement Act) with a

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

The District shall reimburse each secretary with Fifteen (15) or more years of service \$15.00 for every 7.5 or 8 hours of sick leave bank, \$10.00 for every 7.5 or 8 hours of sick bank leave for each secretary with 10 – 14.99 years of service upon retirement. Said pay shall be provided to the secretary via a 403b account.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective July 1, 2024 and shall continue in effect until June 30, 2027.

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

BERKLEY EDUCATIONAL
SECRETARIES ASSOCIATION

DATE

By: _____
Kelley Smith, President, BESA

By: _____
Grat B. Dalton, Executive Director, MEA-7B

BERKLEY SCHOOL DISTRICT

By: _____
Sarah Mountain, Secretary
Board of Education

By: _____
Jenna Romain,
Director of Finance

By: _____
Christopher Sandoval,
Deputy Superintendent of Schools
and Human Resources

APPENDIX A

CLASSIFICATION AND HOURS

<u>POSITION</u>	<u>WEEKS</u>	<u>HOURS/WEEKS</u>
<u>CLASSIFICATION I-A</u>		
Community Programs Secretary (Scheduling/HR)	52	37.5
Counseling Services Records Secretary	44*	37.5
<u>CLASSIFICATION I-B</u>		
Administrative Offices Secretary	52	25.0
Accounts Payable Clerk	52	37.5
Middle School Secretary	44	37.5/32.5
Elementary Principal's Secretary	44	37.5
Student Services Accounting Secretary	44	37.5
Secretary to Athletics	44	37.5
Community Education Secretary (Records/Registrations)	52	37.5
Learning Services Secretary	44	37.5
HS Main Office Secretary	44	37.5
Shared Time Services Secretary	52	37.5
Elementary Instructional Secretaries	42	22.5
Central Enrollment Secretary	52	27.5
Communications/Human Resources Secretary	52	37.5

****Timesheet for summer work, up to 5 days***

APPENDIX B

SALARY SCHEDULES

BESA 2024-25 Salary Grid		
	Class I	Class IB
Step	Rate	Rate
0	19.33	18.21
1	20.30	19.12
2	21.31	20.08
3	22.38	21.08
4	23.50	22.13
5	24.68	23.24
6	25.91	24.40
7	27.21	25.62
8	28.57	26.90

APPENDIX C

Secretaries Pak A & B - Life/AD&D

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

Notes:

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

IMPORTANT: This proposal [analysis, report, etc.] is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

Secretaries Pak A & B - LTD

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

IMPORTANT: This proposal [analysis, report, etc.] is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request

Secretaries Pak A&B – Dental



PO Box 610
Southfield, MI 48037
248-901-3705

BERKLEY SCHOOL DISTRICT Dental Benefits Plan Secretaries & Technicians

Group #9981

The Plan-at-a-Glance		PPO Networks: ADN Dental Network, DenteMax	
Maximum Benefits		Plan Year July 1 through June 30	
Annual Maximum		\$1,200 per eligible individual for covered class I, II and III services.	
Lifetime Maximum		\$1,500 per eligible individual for covered class IV services	
Class I Preventive Services – 100%			
Routine Oral Examinations		Twice per plan year	
Prophylaxis (Cleaning)		Twice per plan year (includes Periodontal Maintenance)	
Topical Application of Fluoride		Twice per plan year to age 19	
Bitewing X-Rays		Once per plan year	
Full-Mouth Series or Panoramic X-Rays		Once per 60 months	
All Other X-Rays			
Space Maintainers		Once per area per lifetime, up to age 14	
Class II Restorative Services – 80%			
Composite and Amalgam fillings		Once per tooth surface per 24 months	
Onlays and Crowns**		Once per permanent tooth per 60 months	
Root Canal Therapy			
Periodontal Maintenance		Twice per plan year, following treatment (includes Prophylaxis)	
Periodontal Root Planing		Once per quadrant per 24 months	
Periodontal Surgery		Once per quadrant per 36 months	
Oral Surgery and Extractions			
General Anesthesia or IV Sedation		With covered oral surgery or medically necessary	
Occlusal Guards		Once per lifetime	
Denture Repair and Adjustment			
Denture Reline or Rebase		Once per 36 months, per arch	
Class III Major Services – 80%			
Complete and Partial Removable Dentures		Once per arch per 60 months	
Fixed Partial Dentures (Bridges)		Once per area per 60 months	
Addition of Teeth to Partial Dentures			
Endosteal Implants		Once per permanent tooth per 60 months, excludes 3 rd molars	
Class IV Orthodontic Services – 60%			
Limited and Interceptive Treatment		Removable and Fixed Appliance Therapy, up to age 19	
Comprehensive Treatment		Fixed Appliance Therapy, up to age 19	
Not Covered			
Sealants	TMJ/TMD Treatment	Cosmetic Treatment	Eposteal & Transosteal Implants
Deductible – None			
Missing Tooth Clause – None			
12 Month Billing Limitation			
Waiting Periods – None		**Porcelain and ceramic not covered for posterior teeth, alternate benefit applies	
COB – Standard		**Prosthetics are considered on delivery date	

Secretaries Pak A&B – Vision



National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

Schedule of Vision Benefits Option 3

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Once Every Plan Year	<ul style="list-style-type: none"> Covered 100% After \$6.50 	Reimbursed Amount <ul style="list-style-type: none"> Up to \$28.50 (OD) Up to \$38.50 (MD)
Lenses (Includes Oversized) Once Every Plan Year <ul style="list-style-type: none"> Single Vision Bifocal Trifocal Lenticular Standard Transitions Photochromatic Rimless Mounting Color Tints/Color Coats <ul style="list-style-type: none"> Single Vision Bifocal Trifocal Lenticular Polarized <ul style="list-style-type: none"> Single Vision Bifocal Trifocal Lenticular 	Standard Glass or Plastic <ul style="list-style-type: none"> Covered 100% After \$18 Copay Covered 100% Covered 100% Covered 100% Covered 100% Covered 100% 	<ul style="list-style-type: none"> Up to \$29 Up to \$51 Up to \$63 Up to \$75 Up to \$33 Up to \$8 Up to \$5 Up to \$5 Up to \$10 Up to \$12 Up to \$14 Up to \$18 Up to \$30 Up to \$38 Up to \$44
Frame Once Every Plan Year	Retail Allowance <ul style="list-style-type: none"> Up to \$130 (20% discount off balance)* 	<ul style="list-style-type: none"> Up to \$44
Contact Lenses Once Every Plan Year Elective Contact Lenses	In lieu of Lenses & Frame <ul style="list-style-type: none"> Up to \$110 Retail@ (15% discount (Conventional) or 10% discount (Disposable) off balance)** Covered 100% 	In lieu of Lenses & Frame <ul style="list-style-type: none"> Up to \$90 Up to \$175

@Additional professional services related to contact lenses (also known as fitting fees) would be included in the contact lens allowance shown above.

Berkley School District

Effective 07/01/2012

Revised 07/01/2020

Group Number #51984

How Your Vision Care Program Works

Eligible members and dependents are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses once every plan year.

At the start of the program, if authorized by your employer you may receive identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, you must indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com, or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 51984000301 or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Wal-Mart / Sam's Club locations or for certain proprietary brands.

**Does not apply to Wal-Mart/Sam's Club, or Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle & K-Mart, and may be prohibited by some manufacturers.

***Pre-approval from NVA required.

APPENDIX D

LETTER OF UNDERSTANDING

Dues Deductions

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be included in the Appendix of that collective bargaining agreement.
2. Should a court or administrative agency of competent jurisdiction issue a decision that PA 53 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

Those provisions are:

Article II, Section 2

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

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

Berkley School District

Berkley Educational Secretaries Assoc.

Date: _____

Date: _____