

MASTER AGREEMENT

between the

Arenac-Eastern Board of Education

and the

**Arenac-Eastern Educational Support
Personnel Association/MEA-NEA**

2013 - 2016

Table of Contents

	<u>Page</u>
Article I. Recognition	1
Article II. Board Rights Clause	1
Article III. Union Activities	2
Article IV. Personnel Records	2
Article V. General Provisions	2
Article VI. Joint Administration and Union Meetings.....	3
Article VII. Member Information	4
Article VIII. Seniority	4
Article IX. Hours of Work and Work Duties	4
Article X. Grievance Procedure.....	6
Article XI. Paid Leaves	8
Article XII. Leaves of Absence	9
Article XIII. Vacancies	10
Article XIV. Layoff and Recall.....	11
Article XV. Equipment and Safety.....	11
Article XVI. Insurance	12
Article XVII. Compensation	12
Article XVIII. Duration of Agreement	16
 APPENDIX	
A Grievance Procedure Form.....	17
B Letter of Agreement.....	18
C Emergency Manager	19
D Insurance Information	20

ARTICLE I. RECOGNITION AND AGREEMENT

- A. This Agreement entered into this 17th day of March, 2014 by and between the Board of Education of Arenac-Eastern Schools, hereinafter called the "District", and the Arenac-Eastern Educational Support Personnel Association/MEA-NEA, hereinafter called the "Union".
- B. The District recognizes the Union as the sole bargaining representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for the term of this Agreement for the following personnel:

All full-time and part-time Bus Drivers, Custodians\Maintenance, and Paraprofessionals personnel only.
- C. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement.
- D. The parties, having reached certain understandings, hereby agree as follows.

ARTICLE II. BOARD RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees;
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To determine workloads, hours of employment and the duties, responsibilities and assignment of employees covered by and subject to the terms of this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III. UNION ACTIVITIES

- A. The District agrees to provide access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976.
- B. The Union shall have the right to use school buildings in compliance with established Board of Education policy regarding public use of such facilities, provided it does not interfere with the employee's normal work.
- C. The Union may hold meetings on school premises and Union representatives may be present at such meetings during school hours provided:
 - 1. There is no interruption with the employee's normal work or with the school's daily operation.
 - 2. No Union organizing activities shall take place during the school day.
- D. A meeting place in the cafeteria shall be maintained for employee use in compliance with school policy. A bulletin board shall be made available to the Union.
- E. Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for use electronic communication devices by employees will be available for reasonable use. Use of said devices shall not interfere with normal work schedules or school functions
- F. Bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to employment.

ARTICLE IV. PERSONNEL RECORDS

- A. No material originating after the initial employment shall be placed in an employee's personnel record unless he/she has had an opportunity to review and sign the material. The employee may submit a written notation regarding any material and the same shall be attached to the material in question. If the employee believes that material placed or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the Grievance Procedure (Article X).
- B. All employees shall have the right to review the contents of their personnel files. The employee may, at his/her request have a Union representative present at such review. If requested, pursuant to a formal grievance, the district shall provide, without cost, a copy of the contents of the personnel file. Responsibility for arranging for Union representation rests solely with the employee.
- C. Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal leave (for those eligible employees), on their pay stubs.

ARTICLE V. GENERAL PROVISIONS

- A. If any provision of this Agreement shall be found contrary to law, then such provisions shall be deemed null and void, but all other provisions shall continue in full force and effect; furthermore, the provision of such law shall supersede to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereafter.

- B. Full-time school year Paraprofessionals, and full-time and part-time Bus Drivers, will work scheduled student instruction days as specified in the school calendar which will include makeup days, if necessary, to get State Aid reimbursement due to Act of God, etc. Twelve-month employees will work on inclement weather days unless notified by his/her immediate supervisor.
- C. Complaints against an employee will be promptly brought to the employee's attention. However, the Employer is not obligated to inform the employee about frivolous complaints. Disciplinary action will not be taken on any complaint unless the employee has been given an opportunity for Union representation, provided no discipline is delayed more than forty eight (48) hours, except in cases where the seriousness of this offense merits immediate discipline. Each employee shall be entitled to due process. After satisfactorily completing the probationary period no employee shall be disciplined or discharged without just cause. During the probationary period the employer may discharge at their discretion.
- D. If the district sends out a request for proposal on services in question, the union shall be given the opportunity to submit a bid for consideration of coverage of the services in question. Subcontracting shall not be used to undermine the Union.
- E. Any case of assault on an employee shall be promptly reported to the Administration who shall make arrangements for notifying local police authorities if the employee wishes to press charges.
- F. The District agrees to provide the Union with one (1) copy of the Agreement for each current employee, plus six (6) additional copies for the Union. The District will provide one (1) copy of the Agreement to each newly-hired employee. The party agreeing to edit this and all successor contracts shall also provide to the other party, without charge, a copy of the contract via electronic format.
- G. If any action is brought against an employee by reason of proper performance of job responsibilities, the District will provide assistance, which may include legal assistance to the employee in his/her defense.

ARTICLE VI. JOINT ADMINISTRATION AND UNION MEETINGS

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Administration and the Union shall meet informally for the purpose of discussing problems in regard to this Agreement.
- B. The Union President shall assume responsibility for scheduling meetings with appropriate Administrative officials.
- C. The Union representatives shall normally not exceed four (4) members, consisting of the President, Grievance Chairman, and any individuals who may have matters to be discussed.
- D. There shall be no loss of wages for personnel attending such meetings, however, attempts shall be made to schedule meetings when employees do not have job responsibilities.
- E. Nothing in this Article shall be construed to prevent any employee from discussing any problem with his/her immediate supervisor or Union representative.

**ARTICLE VII. MEMBER
INFORMATION**

The employer will provide member wage and earnings information to the local association president or their local designee at the start of each school year and during the school year when relevant changes occur.

ARTICLE VIII. SENIORITY

- A. Seniority shall be defined as the length of unbroken, continuous service with the District within each job classification as defined in Article I, paragraph B of the Recognition clause. It shall be calculated from the date of hire within each job classification, but under no circumstances shall seniority accrue until an employee has served his/her probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire.

The date of hire will be the date that the Board took action. If more than one (1) person in each classification has the same date of hire, then a lottery will take place. Names will be placed in a "hat", the first name drawn will be the most senior, the second name drawn will be the second most senior and so on. Present at the drawing will be the Superintendent, the President of the association, the newly employed members (if they desire to attend) and one other person (to be mutually decided by the superintendent and association president).

- B. An employee shall lose all seniority should he/she retire, resign or be discharged for just cause.
- C. A new employee shall be considered to be probationary until he/she completes ninety (90) days of service in the District. Probationary employees shall be evaluated twice by their immediate supervisor during their probation. Areas identified by the supervisor as being less than satisfactory must be accompanied by recommendations and suggestions for the employee to improve job performance.
- D. Seniority for Bus Drivers: Seniority for one (1) run per day shall accrue on the basis of one-half ($\frac{1}{2}$) seniority for each full school year if such single runs are still available.

Regular Run: 2 per day (a.m. & p.m.)
= 1 Year seniority

ARTICLE IX. HOURS OF WORK AND WORK DUTIES

- A. The Board reserves the right to set the hours of work for all employees covered by this Agreement. When changes in the starting time are made, the Board shall try to give notice to the employee five (5) days in advance, except in case of emergency.
- B. The Board agrees to pay overtime at time and one-half ($1\frac{1}{2}\times$) for any hours worked in excess of forty (40) hours in the calendar week. The work week is Monday through Friday. Paraprofessionals shall work seven (7) hours per day, Custodians/Maintenance shall work 8 hours per day.

Employees working six (6) or more hours per day will be provided a lunch period of at least 30 minutes during their work day.

These hours may be adjusted by mutual consent of the parties to this agreement.

Full time is defined as 6 or more hours per day. An exception to the 6+ hour Full time rule are drivers driving two runs per day who shall be considered Full-time.

- C. Advance notice of overtime shall be given to the affected employee(s).
- D. Assignment of additional hours of work will be made according to seniority and rotated among those qualified to do the work. Employees eligible for additional hours who refuse the assignment shall rotate to the bottom of the list kept for this purpose. In the event no employee accepts additional work assignment(s), the Employer/ Superintendent may require the employee with the least seniority to work. In the case of emergency or short notice which preempts the list, the driver with the most seniority who is available and willing to take the run shall be assigned to the run.

The Superintendent may exercise his discretion for verifiable illness.

- E. Employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before, or in case of emergency, two (2) hours before their regular starting time.
- F. The bus driver's first responsibility is his/her regularly assigned run.
- G. Bus drivers will be notified of any student passenger who suffers such serious illnesses as epilepsy, heart condition, or diabetes. Attempts will be made by the Administration to arrange for alternate transportation to homes of students who shall become ill during the school day.
- H. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. A bus driver is responsible for supervising students on the bus. Drivers may suspend bus riding privileges subject to the approval of the Administration.
- I. Bus drivers are responsible for the daily cleaning of the interior of their buses. Cleaning of the buses shall be considered to be a part of the driver's responsibilities. Bus drivers may request cleaning time for cleaning the bus exterior.
- J. A driver who is assigned to a field trip of lengthy duration shall be provided with the school credit card to purchase fuel and/or pay for minor repairs.
- K. On spectator buses, chaperones are desirable so the driver may concentrate on the safety of his/her driving and the vehicle.
- L. It is recognized by both parties that assignment to the same bus can be a cost savings. Drivers shall take better care and maintenance of a bus knowing it is their assigned bus for a lengthy period of time.
- M. No later than (2) two weeks prior to the start of school, administration will meet with the bus drivers to review routes, and update information regarding kindergarten students, move-ins and move outs and other concerns in preparation for the start of school.

Driver routes will be assigned by seniority using a process of two (2) bid periods:

By 4:00 p.m. on the Wednesday before the start of school, the Transportation Director will prepare a color coded map of the routes. Each route will contain stops for all known students eligible to ride the bus, and estimated mileage and pay bracket of the route. The maps, mileage and related information, for each route, will be available for pick up by the drivers by the following business day.

Drivers will bid on routes on the basis of seniority the Monday preceding the start of school. It is also understood that routes may be increased or decreased in miles based upon bus stop changes such as parental requests, move-ins, move-outs, etc. that frequently occur during the start of school. Therefore, if changes have occurred, then by the end of September the mileage of the affected routes(s) will be measured by the Transportation Director to determine the pay bracket of that route for the remainder of the year. The drivers will be notified, in writing, of any changes in pay brackets for each route. Miles will be based upon the actual student residences eligible to ride the bus on each run.

Following this verification but no later than the Second Monday in October a second Bid meeting will be held if requested by a driver due to a change that resulted in an improved pay bracket that they otherwise would have been eligible for based on seniority. Such request must be in writing to the Transportation Director no later than the first Wednesday of October. If no written request is made, all routes will remain as originally bid.

ARTICLE X. GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Agreement.
2. As used in this Article, the term “employee” may mean any member(s) of the bargaining unit, or the Association on its own behalf making the complaint.
3. Information that is germane to processing and handling of grievances shall be made available to the officers of the Association upon request.
4. The term days in this Article shall mean employee workdays except where otherwise indicated.
5. Employees who are on approved leave of absence shall be entitled to file a grievance when there is a violation of the leave section.
6. A grievance can be advanced to mediation/arbitration only by the Association.

B. DEFINITION

1. A grievance may be withdrawn at any level by the employee.
2. Hearings and conferences shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of employee normal working hours.
3. When hearings and conferences are held during normal work hours, all persons who are present at the

hearing or conference pursuant to this Article whose work hours are affected shall be excused with pay for that purpose.

4. Forms for filing and processing grievances shall be available from the Superintendent of Schools office or the Association Secretary.
5. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
6. Failure by the employee(s) and/or the Association at any step of this Procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision
7. In the event the Employer fails to answer a grievance within the established time limit, the grievance shall automatically proceed to the next step.
8. The time limits specified in this Procedure may be extended in any specific instance by mutual agreement; said agreement shall be reduced to writing and signed by the parties to this Agreement.

C. PROCEDURES FOR ADJUSTING GRIEVANCES

Grievances shall be presented and adjusted in accordance with the following procedures:

1. **Informal Conference.**

- a. A complaint shall first be identified as a grievance issue, citing the appropriate Contract section(s), and shall be discussed with the appropriate Supervisor with the object of resolving the matter informally. In the event the issue is outside the scope of the supervisor or involves more than one employee, the grievance may be filed with the superintendent.

(1) By employee(s) in person on his/her behalf.

(2) By employee(s) accompanied by an Association Representative.

(3) Through an Association Representative, if the employee(s) so request.

(4) By an Association Representative in the name of the Association.

- b. In the event the matter is resolved informally and an Association Representative was not present at the adjustment of the complaint, the Supervisor shall inform the Association of the adjustment in writing within one [1] working day.

2. **Written Procedure Step 1**

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, shall be submitted to the Superintendent or his/her designee within ten[10] working days following the discovery by the aggrieved party(s) of the act or condition that is the basis of the grievance.

- a. The grievance may be lodged or thereafter discussed with the Superintendent or his/her designee.
 - (1) By employee(s) in person.
 - (2) By employee(s) accompanied by an appropriate Association Representative.
 - (3) By an Association Representative if the employee(s) so request.
 - (4) By an Association Representative in the name of the Association.

- b. Within ten [10] working days after receiving the written grievance, the Superintendent or his/her designee shall communicate his/her decision, along with his/her reasoning for the decision, in writing, on the grievance form to the Association and the aggrieved employee(s) if any.

3. **Written Procedure Step 2 – Appeal to Board of Education**

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within five [5] working days of such meeting, the employee(s) and/or Association may appeal the grievance to a Committee consisting of three [3] members of the School Board. Such meeting shall be held within five [5] working days from the Superintendent's answer in Step 1 and the full Board of Education shall render its decision in writing, containing the reason(s) and rationale for the decision, within five [5] working days following such meeting to the employee(s) and Association with the reason for granting or denying said grievance.

4. **Written Procedure Step 3 – Mediation/Arbitration [2005-06]**

If the Association is not satisfied with the disposition of the grievance in Step 2, the grievance may be submitted to a mediator assigned by the Michigan Employment Relation Commission within ten [10] days of such answer, or when such answer was to be given.

If the Association chooses to arbitrate, it must give written notice to the School Board setting forth specifically the nature of the dispute to be arbitrated and file with the American Arbitration Association [AAA]. Neither party shall be permitted to insert any issues into the Arbitration process that have not been brought forth during previous steps of the Grievance Procedure.

5. **ARBITRATION**

The AAA arbitrator shall be selected from a list provided by the American Arbitration Association in accord with its rules that shall likewise govern the arbitration hearing.

The Agreement between the Arenac-Eastern ESP/MEA-NEA and Board shall be interpreted and applied by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in its practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. In rendering decisions, the Arbitrator shall be limited to deciding whether the Board has violated the express Article or Sections of this Agreement. The Arbitrator shall have the authority to order full, partial or no compensation for monetary subjects.

The Arbitrator shall have no power to rule on any of the following:

- (a) The termination of services of any probationary employee.

(b) Any claim or complaint previously filed under another remedial procedure or forum established by law or by regulation having force of law. It is understood that should a grievance be filed in lieu of an alternate venue as referenced above, the arbitrator's decision will be final and no further remedy will be executed.

In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Only one [1] grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.

Decision of the Arbitrator will be final and binding on both parties.

The Association will give the Superintendent five [5] working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.

6. Arbitration fees and Expenses

If a scheduled arbitration case is postponed in less than one [1] weeks' notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement. The fee and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of its attendees and/or witnesses called by the other.

ARTICLE XI. PAID LEAVES

- A. For purposes of this Agreement, "Immediate Family" shall include the employee's natural parents, step-parents, siblings, spouse, children, grandparents, grandchildren and spouse's parents.
- B. All ESP bargaining unit members shall be allowed two (2) personal days with pay. Twenty-four (24) hour notice shall be given to the immediate supervisor unless an emergency situation arises.
- C. Bus drivers and fulltime paraprofessionals shall be granted ten (10) days sick leave per year; the unused portion of which may accumulate to sixty (60) days. Custodians/Maintenance shall be granted twelve (12) sick leave days per year; the unused portion of which may accumulate to sixty (60) days.

The aforementioned days shall be awarded at the beginning of each new contract year for all current employees. Anyone hired after March 18, 2014 shall accumulate one (1) day per each month worked for the first year of employment (up to a maximum allowed for their work classification).

Members may use up to one-half of their accumulated sick days to provide care for an illness of a dependent family member. The definition of a qualified dependent shall be determined by the member's ability to claim the family member as a dependent on their federal taxes.

- D. Drivers, Custodians/Maintenance and full-time Paraprofessionals shall be compensated at the rate of fifteen dollars (\$15.00) per day for all unused sick leave accrued in excess of sixty (60) days. Part time employees must be employed half or more, of the required hours of a full time employee to qualify for prorated sick leave day benefit.

- E. Upon death, resignation, or retirement (as per the Michigan Public School Employees Retirement System [MPERS]), separation from employment due to termination of program or layoff in excess of one (1) year. The District will purchase the accumulated unused sick leave at the rate of fifteen dollars (\$15.00) per day for a maximum of sixty (60) days. In case of death, the benefit will be paid to the employee's beneficiary(s). Each employee shall sign a beneficiary designation sheet at the time of employment.
- F. At its discretion, the District may request verification of any use of sick days.
- G. Any ESP members subpoenaed as a witness in a court of law shall be reimbursed that day's wages minus the court-paid witness fee. The employee must submit the court payment voucher to receive payment under this Provision.
- H. ESP members ordered to jury duty, excluding employees who volunteer for jury duty, shall be paid the difference between that day's wages and the juror fee paid by the court for jury duty. The employee must submit the court payment voucher to receive payment under this Provision.
- I. Up to five (5) days with pay will be granted for each occasion of the death of a member of the employee's immediate family as defined in A above. One (1) day with pay shall be granted for the death of the employee's in-law-children, brother-in-law, and sister-in-law. The Administration has the right to extend this leave.
- J. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave on a prorated basis, to achieve his/her full regular pay. The employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the District.
- K. Time lost by an employee as a result of an assault on the employee on school premises during working hours shall not be charged against the employee's sick leave allowance subject to the provisions of the Worker's Compensation provision, unless the employee suffers loss of more than three (3) days.
- L. The District will comply with the requirements of the Family Medical Leave Act (FMLA). The Employer's only obligation at this time is to display the information posters. Current staffing levels do not require any additional action for legal compliance.

ARTICLE XII. LEAVES OF ABSENCE

- A. An employee who has exhausted his/her sick and personal leave and who, because of illness or injury which is non-compensable under the Worker's Compensation Law is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for the duration of such disability not to exceed one (1) year; provided he/she promptly notifies the District of the necessity therefore and provided further that he/she supplies the District with a certificate from a Medical or Osteopathic Doctor of the necessity for absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leaves of absence without pay and without loss of seniority may be granted for periods of time not to exceed one (1) year for prolonged serious or critical illness in the household.

- C. Leaves of absence without pay and without loss of seniority shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- D. An employee returning from an approved leave of absence shall be reinstated to the position and classification he/she held when the leave began, provided said position still exists and the employee has the skills to perform the existing work. If the position has been eliminated or changed, the returning employee shall return to a comparable position equivalent in pay, benefits, hours and other terms and conditions of employment held by the least senior employee in his/her classification.
- E. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of the Federal Law granting such rights.
- F. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their normal field training obligations, provided such employees make written request for such leave of absence immediately upon receiving orders to report for such duty.
- G. All reasons for leaves of absence shall be in writing stating the reason(s) for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the Board for reasons other than those listed above when the Board deems such leave beneficial to the District. Extensions on any leave of absence may be granted at the discretion of the Board.
- H. In non-emergency situations, seven (7) days prior notice shall be given the District in writing.
- I. Any employee who does not report back to work by the expiration date as set forth in his/her leave of absence notice, or who does not receive an approved extension, will be considered to have terminated his/her employment.
- J. The above leaves may be extended upon written application of the employee with advance approval by the Board of the expiration date.

ARTICLE XIII. VACANCIES

- A. Vacancies and/or newly-created positions shall be posted for seven (7) calendar days before being filled on a permanent basis. Interested employees may make written application for the posted position. Short term vacancies are those for less than 30 consecutive work days within the same assignment. Long term vacancies are those vacancies lasting over thirty (30) consecutive work days within the same assignment but less than one full school year. All long term vacancies will be paid at the regular employee rate, or the first step rate of the long term vacancy, whichever is greater.
- B. Bargaining unit vacancies shall be filled on the basis of seniority within each job classification as defined in Article I, paragraph B.

ARTICLE XIV. LAYOFF AND RECALL

In the event of a layoff, the following procedure will be utilized:

- A. Within each job classification, probationary and part-time personnel will be first laid off; those with

the least seniority shall next be laid off until the reductions have been completed. Employees holding seniority in more than one (1) job classification may use seniority within the unaffected classification to avoid layoff. Seniority cannot be combined from different classifications.

- B. When the workforce is increased after a layoff, the most senior employees within the classification being increased will be recalled first to positions within the classification, except where the senior employee lacks the necessary certification to perform the duties of the open position.
- C. Bargaining unit members shall be given at least seven (7) days notice of layoff, except in cases of emergency or in layoffs of short duration which shall not exceed one (1) week.
- D. In the event of recall within one (1) year, bargaining unit members who have been previously laid off will be recalled, the most senior first, by certified or registered letter. The letter shall inform the employee of an opening and shall specify the date the bargaining unit member is required to report to work.
- E. If the bargaining unit member fails to notify the Board of his/her intent to return to work within ten (10) days of mailing, or five (5) days after receipt of the letter, or if he/she fails to report to work as required, he/she shall be considered a quit.
- F. The employee is obligated to notify the Board of his/her current address.
- G. To be eligible for recall it is expressly understood that all drivers shall be fully certified.
- H. Employees on layoff shall accrue no seniority, but shall have their seniority frozen. Fringe benefits shall not be provided to laid off employees.
- I. A seniority list by job classification shall be transmitted to the Union by October 30 of every year. This shall be verified by the Union and returned within ten (10) days to the Superintendent.
- J. Seniority shall be frozen should any employee take a leave of absence in accordance with Article XII – Leaves of Absence.
- K. For the purpose of this Article, positions vacated due to layoff shall not be construed as vacancies as provided in Article XIII.

ARTICLE XV. EQUIPMENT AND SAFETY

- A. First aid kits, fire extinguishers, windshield scrapers, broom, dustpan, other cleaning materials, and required safety equipment shall be provided each bus or to each driver.
- B. An employee shall inform the District of any job hazards as soon as the employee first becomes aware of such unsafe conditions. The District shall investigate complaints and shall make adjustments provided the complaints are legitimate as necessary.
- C. Employees and the Board are expected to support District Bus Policies.

ARTICLE XVI. INSURANCE

The board of education agrees to provide health and medical benefits listed below capped at the rates set by the State of Michigan for said benefits. The Board shall provide these benefits to regular and full-time employees subject to employee authorization and the rules and regulations of state law and the underwriter:

A. \$10,000 Life AD&D for Bus Drivers. Drivers will designate their beneficiary/s annually on a form provided by the district

B. Health Insurance

1. Custodial/Maintenance health insurance coverage shall be at 100%, of the monthly premium for full family coverage .

2. Paraprofessionals shall be at 75%, of the monthly premium for single subscriber coverage.

3. Bus Drivers shall be at 70%, of the monthly premium for single subscriber coverage.

C. In lieu of health and Medical benefits an employee shall receive a cash payment paid as follows:

BusDrivers	\$ 1,000.00 per year
Paraprofessionals	\$ 1,200.00 per year
Custodians/Maintenance	\$ 500.00/month to be placed in an annuity of the employee's choice

If the Benefit Plan allows, at their own expense, Support Staff Employee's may access the District's dental and/or vision plans. Employee's who elect to access the dental and/or vision plan may opt to pay for it through the District's Section 125 plan.

ARTICLE XVII. COMPENSATION

ALL COMPENSATION WILL BE ADJUSTED AS FOLLOWS:

A. Each employee shall sign an authorization card for all authorized deductions other than those required by law. These deductions may include:

1. Credit Union
2. Life Insurance
3. Health Insurance
4. Annuities (maximum of two [2] companies authorized by the District)

B. Twelve-month employees shall be paid for the following holidays:

New Year's Eve Day	Memorial Day	Thanksgiving Day and the day after
New Year's Day	July 4	Christmas Eve Day [1 day]
Good Friday	Labor Day	Christmas Day

C. Twelve month employees shall be granted vacations on the following schedule:

- 1 Week - 0-2 years experience
- 2 Weeks - 3-9 years experience
- 3 Weeks - 10 or more years' experience

NEW HIRES AFTER 8-1-15

- 1 Week - 0-4 years experience
- 2 Weeks - **5-14** years experience
- 3 Weeks - **15** or more years' experience

D. Physical Examination

Each driver is expected to furnish evidence of physical fitness as determined by State regulation. Each driver shall submit to a physical exam by a physician of the Board's choosing. The cost of such physical shall be borne by the Board. At his/her own expense, a driver may seek another physician's opinion.

E. Bus Driver Education – In-Service Training

Each driver will be reimbursed the minimum hourly wage (**\$8.15 FOR 2015-2016**) for each hour of class instruction for attending bus driver education classes as well as mandatory drug testing. Drivers will be reimbursed for mileage at the current IRS rate; however, drivers are encouraged to pool rides whenever possible. The District will only pay mileage for one [1] private vehicle. Drivers will be reimbursed at the hourly minimum wage (**\$8.15 FOR 2015-2016**) for attendance at staff meetings required by the Board.

F. Compensation for 12-month employees.

In order for employees to move to the next step on the salary schedule they must be employed at the previous year's salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1. Employees must be working half time or more to move a step in a year. Less than ½ time employees will remain on the same step for two (2) years.

Custodial Maintenance 2015-2016 (-10% of 2013-2014 Wage Scale)

	-10%
1-3 Years	\$10.60
4 Years	\$11.39
5 Years	\$11.91
6 Years	\$12.50
7 Years	\$13.12

Custodial Maintenance NEW HIRES AFTER 8-1-2015

1-2 Years	\$9.60
3-4 Years	\$10.39
5-6 Years	\$10.91
7-8 Years	\$11.50
9-10 Years	\$12.12

G. Paraprofessionals: Paraprofessionals 7-hour day. Paraprofessionals will work scheduled student instruction days as specified in the school calendar. Additional days will be at their daily rate.

Paraprofessionals **2015-2016 (-10% of 2013-2014 Wage Scale)**

-10%

1-3 Years*	Step 1	\$9.61
4 Years*	Step 2	\$10.01
5 Years*	Step 3	\$10.36
6 Years*	Step 4	\$10.78
7 Years*	Step 5	\$12.02

Step Yr. Hired prior to 11/01/2004

*New Hires after 11/01/2004 thru 8/01/2015

NEW HIRES AFTER 8-01-2015

1-2 Years	\$8.61
3-4 Years	\$9.01
5-6 Years	\$9.36
7-8 Years	\$9.78
9-10 Years	\$11.02

H. Bus Drivers **2015-2016 (-10% of 2013-2014 Wage Scale)**

-10%

Bus Drivers	
101- + Miles	\$9,368
91-100 Miles	\$8,934
81-90 Miles	\$8,519
71-80 Miles	\$8,120
61-70 Miles	\$7,729
51-60 Miles	\$7,343
41-50 Miles	\$7,031
0-40 Miles	\$5,900

I. **Field Trips**

1. Drivers will be paid at the hourly rate set forth below. Time allowed will be the difference between departure from school and return to the school:

2015-16
\$9.68

2. The minimum pay for field trips will be:

2015-16
\$19.37

3. Bus drivers who experience a mechanical break-down during their runs will be paid the Michigan minimum hourly wage **\$8.15 (2015-2016)** for all documented time during the breakdown.

J. Commercial Driver's License (CDL)

Drivers purchasing a CDL to qualify as a bus driver will be reimbursed the difference between a regular license and the CDL license. New, full-time drivers will be reimbursed after completion of first year of employment.

K. Longevity

1. All employees with ten (10) years of contiguous service to the district shall receive **6%** of the current rate for the job classification they are employed in, exclusive of any “extra hours” of work.
2. Employees who change classification, after having earned longevity pay shall continue to receive their earned longevity pay as calculated from their previous classification or the calculated longevity from the new classification, after having earned longevity in the new classification, whichever is greater.
3. The above only pertains to employees hired prior to 8-1-2015. Employees hired after 8-1-2015 with ten (10) or more years of continuous service shall receive a percentage, to be determined, of their rate of pay for the job classification they are employed in.

L. Regular drivers who pick up and return twice daily shall receive an additional stipend of **\$2.75** for each day worked to prepare, warm-up, fuel, cleanup, inspect, equip their buses and similar duties required for all regular runs.

M. Method of Payment

1. Wages shall be paid on Friday of every other week. Employees may elect to collect their wages in 21 or 26 equal installments. Election of this option shall be made within the first three (3) weeks of each school year. Each employee shall be responsible to designate a bank account they want their electronic transfer to be deposited into. Not later than the first (1st) week of the school year, to the Superintendent or his/her designated representative.
2. Payment for bus driver education, required staff meetings, and mechanical failures shall be paid only if time required is in excess of the driver's normally scheduled run.

O. Part-time employees receive a prorated step on salary schedule, prorated seniority and, pro-ration of other benefits attributed to their assigned classification. Part-time employees must be employed half or more of the required hours of a full-time employee to qualify for prorated insurance benefits. Seniority will be accrued proportionately, as earned. Employer will show seniority accrued annually for all employees. Employees who are assigned to two or more classifications will have their insurance benefits prorated and combined based upon the hours worked in each classification. In no case will an employee be entitled to more than the maximum benefit for the highest classification.

ARTICLE XVIII. DURATION OF AGREEMENT

THIS AGREEMENT is effective upon ratification by both parties and shall remain in force and effect until July 1, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 18th day of May, 2015.

ARENAC-EASTERN SCHOOLS
BOARD OF EDUCATION

ARENAC-EASTERN ESP/MEA-NEA

By:

By:

Appendix A

Grievance Report Form

GRIEVANCE

Date:

Grievance No.

The undersigned protest the following action as being in violation of the Agreement in effect between the Arenac-Eastern Support Personnel Association/MEA-NEA and the Arenac-Eastern School District Board of Education.

Section of Agreement Violated:

Specific nature of violation:

Remedy for Grievance:

G
r
i
e
v
e
d

P
a
r
t
y
:

:

The Association reserves the right to amend this Grievance should new information or facts come to light.

Appendix B

Letter of Agreement

Between

Arenac-Eastern Educational Support Personnel

And the

Arenac-Eastern Board of Education

It Hereby Agreed By And Between The Parties that if the district regains control of the Food Service Program the parties shall, within thirty (30) calendar days of Board action, commence negotiations concerning the wages, hours, terms and conditions of employment of said employees.

It Is Further Agreed that those positions in the Recognition Clause in the 2009-13 Master Agreement between the Arenac-Eastern Board of Education and the Arenac-Eastern Educational Support Personnel Association/MEA-NEA shall be returned to Article I, Section B of the Current Master Agreement, **PROVIDED THOSE POSITIONS AER REINSTATED OR NEEDED BY THE DISTRICT.**

For the Arenac-Eastern ESP MEA/NEA

For the Arenac-Eastern Board of Education

Date

Date

Appendix C

LETTER OF UNDERSTANDING BETWEEN THE
ARENAC EASTERN SCHOOL DISTRICT BOARD OF EDUCATION

And the

ARENAC EASTERN SUPPORT PERSONNEL ASSOCIATION/MEA-NEA

Re: Emergency Financial Manager

The Arenac Eastern School District and the Arenac Eastern Support Personnel Association, MEA/NEA agrees to the following:

The parties agree that the following language is required by section 15(7) of the Public Employment Relations Act (PERA) to be included in a collective bargaining agreement entered into effective March 17, 2014, but are in disagreement as to the legality of or enforceability of this provision.

“An emergency manager appointed under the Local Financial Stability and Choice Act shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with the Local Financial Stability and Choice Act.”

It is the opinion of the Employer that the inclusion of this language is required by PERA. Its inclusion should not be interpreted as a waiver of the Association’s rights to challenge the legality of PA 436 2012 the Emergency Manager Law.

Therefore, it is agreed that this Letter of Understanding applies to the current 2014-2016 CBA, to the extent allowed by law.

For the Association:

For the Board:

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2014

Date: _____, 2014

LETTER OF
UNDERSTANDING
BETWEEN
BOARD OF EDUCATION
AND
ARENAC EASTERN SUPPORT STAFF (MEA/NEA)

The parties agree that upon ratification of this tentative agreement the base wages shall be reduced by 10% of the 2013-2014 wage scale for all Support Staff members for the 2015-2016 school year. **Effective July 1, 2016, member's rates of pay (inclusive of longevity etc.) shall return to the levels designated at the start of the 2013-2014 school year.**

The parties further agree that no later than January 2016 they will meet to discuss the feasibility of further lowering the 10% wage reduction for the remainder of the year.

Agreed to on this date: _____

Board of Education: _____

AE Support Staff: _____

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT (EXCERPT)
Act 152 of 2011

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3.

(1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011 ;-- Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013

Compiler's Notes: Enacting section 1 of Act 270 of 2013 provides: "Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."



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

Arenac Eastern School District Dental Benefits Plan

Group #10070

Support Staff

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	Plan Year January 1 through December 31

Annual Maximum	\$1000 per eligible individual for covered class I, II and III services.
----------------	--

Class I Preventive Services – 100%

Routine Oral Examinations	Twice per plan year
Prophylaxis / Periodontal Maintenance (Cleaning)	Twice per plan year
Topical Application of Fluoride	Once per plan year to age 19
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Sealants	Once per 24 months to age 14, 1 st & 2 nd permanent molars only
Space Maintainers	Once per area per lifetime, up to age 19

Class II Restorative Services – 90%
--

Composite and Amalgam fillings*	Once per tooth surface per 24 months
Root Canal Therapy	
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 24 months (bruxism only)
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 60 months, per arch

Class III Major Services – 50%**

Inlays, Onlays and Crowns	Once per permanent tooth per 60 months
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	

Not Covered

- Orthodontics
 - Implants
 - TMJ/TMD Treatment
 - Cosmetic Treatment
 - Deductible –None
 - Missing Tooth Clause – None
 - 12 Month Billing Limitation
 - Waiting Periods – None
 - COB – Standard
- *Composite restorations not covered for posterior teeth, alternate benefit applies
 **Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

PART II. SCHEDULE OF BENEFITS

FREQUENCY OF SERVICES	
Your Certificate is on a Rolling Benefit Plan Basis	
Vision Exam:	Once every 12 Months
Eyeglass Lenses:	Once every 12 Months
Frames:	Once every 12 Months
Contact Lenses:	Once every 12 Months

CO-PAY (PER INSURED)			
	In-Network Provider: Wal-Mart Vision Centers	Other In-Network Providers:	Out-of-Network Provider:
Vision Exam:	\$0.00	\$0.00	\$0
Eyeglass Lenses:	\$0.00	\$0.00	\$0
Frames:	\$0.00	\$0.00	\$0
Contact Lenses:	\$0.00	\$0.00	\$0

BENEFITS AND ALLOWANCES ¹			
	In-Network Provider: Wal-Mart Vision Centers	Other In-Network Providers:	Out-of-Network Provider:
Vision Exam:			
By Ophthalmologist	Covered in Full	Covered in Full	\$45 Allowance
By Optometrist	Covered in Full	Covered in Full	\$45 Allowance
Materials- Eyeglass Lenses ² :			
Single Vision	Covered in Full	Covered in Full	\$65 Allowance
Bifocals	Covered in Full	Covered in Full	\$104 Allowance
Trifocals	Covered in Full	Covered in Full	\$120 Allowance
Lenticular	Covered in Full	Covered in Full	\$140 Allowance
Materials – Frames ² :	\$23 Allowance	\$65 Allowance	\$65 Allowance
Materials – Contact Lenses ³ :			
Non-Elective ⁴ :	Covered in Full	Covered in Full	\$500 Allowance
Elective:	\$56 Allowance	\$80 Allowance	\$80 Allowance

¹ Where an "Allowance" is shown, You are responsible for paying any charges in excess of the Allowance.

² Eyeglass Lenses and Frames are paid in lieu of the Contact Lenses benefit.

³ The Contact Lenses benefit is paid in lieu of Eyeglass Lenses and Frames. Contact Lenses consist of (3) components: materials, exams and fittings. Coverage is for materials and the exam, up to the Contact Lenses allowance. Fittings may be covered but only up to the amount of any unused Contact Lenses allowance – after Materials.

⁴ Prior Authorization required

Appendix D

Benefits-at-a-Glance for 20% Coinsurance Deductible Plans



Blue Care
Network
of Michigan

MiBCN.com

Deductible Package 6

Client: Arenac Eastern School Dis

This is intended as an easy-to-read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Deductible, Copays, Coinsurance and Dollar Maximums

Deductible	\$2,000 per member; \$4,000 per contract per calendar year
Copays	\$5 for allergy injections, \$30 for office visits, \$45 for specialist office visits, \$50 for urgent care visits, \$150 for emergency room visits and \$150 for high tech imaging.
• Fixed Dollar Copay	
• Coinsurance	20% and 50% for selected services as noted below
Copay/Coinsurance Dollar Maximums	
• Fixed Dollar Copay	None
• Coinsurance – excludes services with 50% coinsurance	\$1,500 per member/\$3,000 per contract per calendar year
Dollar Maximums	\$50,000 for autism treatment only

Preventive Services

Health Maintenance Exam	Covered – 100%
Annual Gynecological Exam	Covered – 100%
Pap Smear Screening – laboratory services only	Covered – 100%
Well-Baby and Child Care	Covered – 100%
Immunizations – pediatric and adult	Covered – 100%
Prostate Specific Antigen (PSA) Screening	Covered – 100%

Mammography

Mammography Screening	Covered – 100%
-----------------------	----------------

Physician Office Services

Office Visits	Covered – \$30 copay
Consulting Specialist Care – when referred	Covered – \$45 copay

Emergency Medical Care

Hospital Emergency Room (copay waived if admitted)	Covered – \$150 copay after deductible
Urgent Care Center	Covered – \$50 copay
Ambulance Services – medically necessary	Covered – 80% after deductible, ground and air service

Diagnostic Services

Laboratory and Pathology Tests	Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Covered – 80% after deductible
High Tech Imaging	Covered - \$150 copay after deductible
Radiation Therapy	Covered – 80% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – \$30 copay
Delivery and Nursery Care	Covered – 100% after deductible for professional charges. See Hospital Care for facility charges

Benefits-at-a-Glance for 20% Coinsurance Deductible Plans



**Blue Care
Network**
of Michigan

MiBCN.com

Hospital Care

Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 80% after deductible, unlimited days
Outpatient Facility visit	Covered - \$10 copay after deductible
Outpatient Surgery – see member certificate for specific surgical coinsurance	Covered – 80% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered - 80% after deductible, up to 45 days per calendar year
Hospice Care	Covered – 100% after deductible
Home Health Care	Covered – \$45 copay after deductible

Surgical Services

Surgery – includes all related surgical services and anesthesia.	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	Covered – Male - 50% after deductible on all associated cost Female – 100% (deductible does not apply)
Human Organ Transplants	Covered – 80% after deductible; subject to medical criteria

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered – 80% after deductible Substance Abuse Care: Covered – 80% after deductible
Outpatient Mental Health Care	Covered – \$30 copay after deductible
Outpatient Substance Abuse Care	Covered – \$30 copay after deductible

Autism spectrum disorders, diagnoses and treatment – effective October 15, 2012

<ul style="list-style-type: none"> Applied behavioral analyses (ABA) treatment Limited to an annual maximum of \$50,000 per member, through age 18 (limits may be waived on an individual consideration basis)	Covered – \$30 copay after deductible
<ul style="list-style-type: none"> Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder 	Covered – \$45 copay after deductible
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health benefit and medical office visit benefit

Other Services

Allergy Testing and Therapy	Covered – 50% after deductible
Allergy Injections	Covered – \$5
Chiropractic Spinal Manipulation – when referred	Covered – \$45 copay
Outpatient Physical, Speech and Occupational Therapy – subject to significant improvement within 60 days	Covered – \$45 copay per visit after deductible. One period of treatment for any combination of therapies within 60 consecutive days per medical episode
Infertility Counseling and Treatment (excluding In-vitro fertilization)	Covered – 50% after deductible on all associated costs
Durable Medical Equipment	Covered - 50%
Breast Pumps (DME guidelines apply. Limited to no more than one per 24 month period)	Covered – 100%
Prosthetic and Orthotic Appliances	Covered - 50%
Weight Reduction Procedures	Covered – 50% after deductible

BCN10,2000D , 20%CR, 1500CM, CO30, 45RP, ER150, UR50, IMG150, WDRPOV, MHSAP

Benefits-at-a-Glance for \$15/\$50 Prescription Drug Coverage



**Blue Care
Network
of Michigan**

MiBCN.com

This is intended as an easy-to-read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Covered Drugs

Tier 1 – Formulary Preferred	Covered – \$15 copay
Tier 2 – Formulary Option	Covered – \$50 copay
Formulary Brand Name when Generic is available	Covered – Difference in cost between brand name drug and generic drug plus \$50 copay
Tier 3 – Non-Formulary Drugs	Not Covered
Sexual Dysfunction Drugs	Covered – 50%
Contraceptives	Covered – Tier 1 covered 100%; Tier 2 \$50 copay; Tier 3 not covered
Retail: 31-83 day supply	Not Covered
Retail: 84-90 day supply	Covered – Two times the tiered copayments defined above
Mail Order Prescription Drugs: 31-90 day supply	Covered – Two times the tiered copayments defined above

Definitions

Brand Name Drugs	Prescription drugs which are manufactured and marketed under a registered trade name or trademark.
Covered Drugs	Prescription drugs (Generic, Brand Name, Compounded Medication, or Health Habit) which are prescribed by a BCN affiliated provider and obtained through a participating pharmacy. Certain covered drugs are a benefit only if a BCN affiliated provider certifies to BCN and BCN agrees that the covered drug in question is medically necessary. Those drugs are not payable without preauthorization by BCN.
Generic Drugs	Prescription drugs which have been determined by the FDA to be bioequivalent to Brand Name Drugs and are not manufactured or marketed under a registered trade name or trademark.
Tier 1 Formulary Preferred	Prescription drugs that have a proven record for safety and effectiveness. Most Generic Drugs are Formulary Preferred. These drugs may have a lower copayment compared to Tier 2 Formulary Option Drugs.
Tier 2 Formulary Options	Drugs other than Tier 1 Formulary Preferred drugs that also have a proven record for safety and effectiveness. Since more cost effective therapy or a Generic alternative is available for these drugs, a higher copayment may be required.
Tier 3 Non-Formulary Drugs	Prescription Drugs not included in the BCN Formulary. These drugs may not have a proven record for safety, or their clinical value may not be as high as the BCN Formulary alternatives.

1550DC, MOPD2C

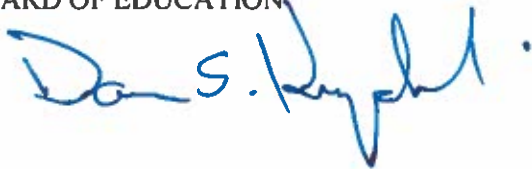
ARTICLE XVIII. DURATION OF AGREEMENT

THIS AGREEMENT is effective upon ratification by both parties and shall remain in force and effect until July 1, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 18th day of May, 2015.

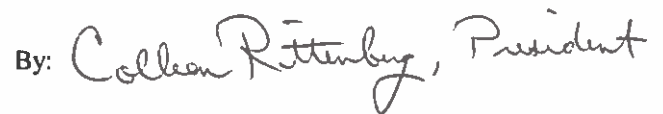
ARENAC-EASTERN SCHOOLS
BOARD OF EDUCATION

By:

A handwritten signature in blue ink, appearing to read "Dan S. Hays", with a period at the end.

ARENAC-EASTERN ESP/MEA-NEA

By:

A handwritten signature in black ink, appearing to read "Colleen Rittenberg, President".