

MACOMB INTERMEDIATE SCHOOL DISTRICT  
and the  
INTERNATIONAL UNION OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES and COUNCIL 25 and its affiliated  
**Local 1884**

**2018-2021**

COLLECTIVE BARGAINING  
AGREEMENT



**ADMINISTRATIVE SUPPORT**

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# ARTICLE I

## EMPLOYEE RIGHTS

(Including excerpts Act 379 of P.A. 1965, as amended)

### Section 1: Right to Organize

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

### Section 2: Unfair Labor Practices

It shall be unlawful for a public Employer or an officer or agent of a public Employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 1;
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization provided that a public Employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay;
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization;
- D. To discriminate against a public employee because he/she has given testimony or instituted proceedings under this Act; or,
- E. To refuse to bargain collectively with the representatives of its public employees, subject to the provisions of Section 2.

### Section 3: Use of Building

The Union and its representatives may have the right to use the MISD buildings at all reasonable hours for meetings provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they

are normally closed. The Union shall assume the liability for and hold the administration harmless for any damages resulting to persons or property from such meetings.

**Section 4: Bulletin Boards**

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials, on the bulletin board space within the staff lounge area provided by the Employer. Said notices also may be circulated through office mail service.

**Section 5: Furnishing Information**

The Board agrees to make available to the Union, in response to reasonable requests, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled by the Board. Compilation of data other than that provided shall be prepared by the Union.

**Section 6: Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

**Section 7: Inter-School Mail**

The Union shall have the right to use the inter-school mail service to communicate with its members, provided that all materials sent are clearly identified, and the Union accepts all responsibility for such materials.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

- Section 1:** 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:
- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
  - B. 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.
- Section 2:** The Union recognizes the Employer's right to manage its affairs and direct its work force.
- Section 3:** The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.
- Section 4:** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself 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.
- Section 5:** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by 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 United States.

## **ARTICLE III**

### **STEWARDS AND ALTERNATE STEWARDS**

#### **Section 1: Representation**

Administrative support employees shall be represented by one (1) chapter chairperson, one (1) steward, one (1) alternate steward and one (1) secretary who shall be regular employees working in that group. In the absence of the chairperson, the steward shall serve. The names of these Union officers shall be certified in writing to the Board of Education.

#### **Section 2: Grievance Investigation**

The union steward may be permitted to investigate and/or adjust grievances provided all such work be at the beginning or the end of the regular work day, that said steward request and receive permission of the Employer's designate and that such investigation and adjustment shall require not in excess of thirty (30) minutes on any work day.

#### **Section 3: Union Education**

A Union officer shall be released for Union education classes up to ten (10) days annually provided:

- A. There is two days advance notice.
- B. No Monday shall be utilized.
- C. No pay shall be earned.
- D. The supervisor approves the time off.
- E. Ten days total for bargaining unit annually.

#### **Section 4: Special Conference**

Special conferences mutually agreed upon for important matters may be arranged between the union steward and the designated representative of the Employer upon the request of either party. Such meetings shall be at least two (2) representatives of the Employer and at least two (2) representatives of the Union, but no more than three (3). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.



Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

**Section 5: Officer Release Time**

Upon request the chapter chairperson shall be released for one (1) work day every two (2) weeks for the purpose of investigation and processing grievances and handling other Union matters pertaining to the MISD, subject to the following:

- A. The Union shall reimburse the MISD for the salary of the chapter chairperson for each release day provided in accordance with this provision.
- B. Each release day shall be scheduled in advance. The chapter chairperson shall provide advance notice to his/her supervisor of the use of a release day, pursuant to this provision, at least two (2) days prior to such use.
- C. The release days may not be used on a Monday or a Friday, except upon approval of the chapter chairperson's supervisor.

## **ARTICLE IV**

### **SALARY CONSIDERATIONS**

#### **Section 1: Starting Salaries**

A new employee may be started up to Step 5 of the salary schedule designated for that classification, if he/she has had previous experience and/or education in work similar to the type of work to be performed for the Employer. Previous experience is classified as related work within the past five (5) years.

#### **Section 2: Salary Steps**

- A. After employment each employee will be entitled to one (1) step annually on July 1<sup>st</sup>. Steps will be paid only to those employed as of December 31<sup>st</sup> of the immediately preceding calendar year excluding time spent on long term disability until the maximum salary for his/her classification is reached provided his/her work has been rated satisfactory or better by his/her immediate supervisor. Steps falling during periods of short term disability shall not take effect until return from leave. All steps to be approved by the Superintendent upon written recommendation of the Director/Assistant Superintendent before becoming effective, provided any disapproval of step by the Superintendent shall be set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Board of Education.
- B. Summer supplement shall count toward steps.
- C. Employees must work 75% of his/her work calendar during previous 12 months to be eligible for the next step (excluding annual leave time taken).

#### **Section 3: Salary Following Classification Change**

- A. A change in classification will result in employee moving to same step of the new classification. A change in classification which has a higher salary range will result in the employee moving to the new classification at the same step and receive 2 (two) steps for the salary increase (Example: Class III Step 2 moves to Class I Step 4) (See salary schedule page 51).

- B. A change to a classification which has the same or a lower salary range will result in maintaining the same salary from his/her former classification with no increase in salary, until the next year, if eligible.

**Section 4: Rates for New Jobs**

When a new job is created in the administrative support unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate is proper, the Union and the Employer shall meet to negotiate a proper rate.

**Section 5: Salary and Classification**

- A. All classifications and compensation shall be as set forth on page 51.
- B. In consideration of the variation in work years from 259 to 262 days, the Employer agrees to pay at the rate of 1/261st, part of the employee's contractual salary for each payable work day in a year including vacation days and holidays. During any calendar year such accumulated pay for each employee may be less than, equal to, or more than the annual salary provided for pursuant to the contract.

**Section 6: Payroll Procedures**

All authorizations for payroll deductions will be made on appropriate available forms.

- A. U.S. Bonds
- B. United Way
- C. Credit Union
- D. Tax Sheltered Annuities (any of the carriers approved by Personnel Office)
- E. Any other mutually agreed upon items

**Section 7: Direct Deposit**

The employer may implement payroll direct deposit for the Administrative Support Bargaining Unit, AFSCME Local # 1884 with a thirty (30) day written notice provided to the Chapter Chairperson.

**Section 8: Longevity Compensation Policy**

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment.

A. Basis of longevity compensation is as follows:

1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment by his/her fifth anniversary date.
2. Continuous employment will not be interrupted except for discharge, resignation or other termination.
3. Unpaid leaves such as Parental Leave, Educational Leave, etc. shall not count towards the five full years.
4. No employee shall be eligible to receive any longevity payment for any eligibility year during which the employee was not physically on the job at least 90 working days.
5. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service.

<b>Step</b>	<b>Year</b>	<b>Payment</b>
1	5 thru 9	\$500
2	10 thru 14	\$700
3	15 thru 19	\$900
4	20 thru 24	\$1100
5	25 thru 29	\$1300
6	30 and over	\$1500

6. It is understood that in the event of an employee's death, longevity payment under the Longevity Compensation Policy (Article IV, Section 8) is payable to estate/beneficiary.

B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by federal and state law and the regulations and ordinances of the County of Macomb.

- C. Payments to employees eligible on April 30th of any year shall be paid no later than June 10th following. The annual period covered in computation of longevity shall be from May 1st of each year through and including April 30th of the following year.
- D. Payments to employees eligible on October 31st of any year shall be paid no later than December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.
- E. This section shall apply only to bargaining unit members who terminate employment by retirement directly into the Michigan Public School Employees Retirement System (MPSERS). In such cases, and only in such cases, eligibility for the final longevity payment will be prorated based on the first full month after the anniversary date through the last full month worked. Final longevity payment will be made to the employee as soon as practical following the last day of work.

**Section 9: Salary Computation Formula - 186-Day Employee**

- A. Master Agreement is for 52 week work year; thus weekly salary is 1/52 of annual salary as stated in Master Agreement. (Salary - 52) To define shorter work year the following procedure will be used:
  - 1. Define actual days to be worked by professional person served. (MIFT Agreement has 186 service days.)
  - 2. Add number of holidays defined in the Administrative Support Agreement (less July 4th) and number of days in the "added weeks" service required of professional beyond described calendar.
- B. Annual salary for the defined abbreviated year will be determined by multiplying weekly salary by actual weeks worked.
- C. 186-Day employees who accept a six week supplement shall be continued on a regular basis with extension of all benefits.

**Section 10: Automobile Allowance**

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees provided that such use shall be previously authorized in writing by the Employer's designate.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

**Section 1: Definition of Grievance**

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

**Section 2: Time Limits**

Grievances shall be deemed invalid if not presented at the First Step within five (5) working days of the occurrence and if not appealed within the time limits set forth at each step.

**Section 3: First Step - Oral and Written**

- A. A "grievance meeting" shall be requested by a Union representative and/or employee within five (5) working days of occurrence, with the supervisor, director, or assistant superintendent most immediately responsible for the action being grieved and having the authority to adjust that action. The request shall stipulate that the discussion is to be a "grievance meeting." The request shall also stipulate what provisions of the contract or law have been violated. If the matter is resolved, no record shall be required. If the Union is not present, the administration shall notify them of the outcome. Any resolution at this level shall be without prejudice and create no precedent.
- B. If the grievance is denied or if no resolution is reached, a Union representative shall reduce the issue to writing, citing the contractual provisions and/or law violated and deliver it to the person with whom the discussion was held within five (5) working days. The member of the administration with whom the meeting was held shall set forth his answer in writing and return it to the Union within five (5) working days.
- C. If the First Step - Oral and Written, is with the Assistant Superintendent of Human Resources/Legal Affairs, an appeal may be made directly to the Third Step within five (5) working days.

**Section 4: Second Step – Assistant Superintendent of Human Resources/Legal Affairs**

The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Assistant Superintendent of Human Resources/Legal Affairs within five (5) working days of receipt of the written answer in the First Step. The Superintendent and/or his designee and/or the Assistant Superintendent of Human Resources/Legal Affairs shall consider the issue and return an answer in writing within five (5) working days of receipt.

**Section 5: Third Step - Board of Education**

- A. The grievance may be appealed to the Third Step by filing a copy of all materials exchanged at the lower steps, along with reasons for the appeal, with the Assistant Superintendent of Human Resources/Legal Affairs within five (5) working days of receipt of the written answer at the Second Step.
- B. At a regular meeting within thirty-five (35) calendar days after receipt of appeal, the Board of Education shall hear the grievance. Either party may request, and both may agree to conduct the Board level grievance hearing before a sub-committee of two (2) board members. The Union shall be given notice of the hearing date and upon request, may introduce testimony and argument in support of the grievance at the hearing. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its sub-committee within five (5) working days to the Union.

**Section 6: Fourth Step - Arbitration**

- A. Within thirty (30) calendar days after receipt of the Employer's answer at Step 3, the Union may move the grievance to arbitration by notifying the Employer of their intent to arbitrate. The parties shall then attempt to mutually select an arbitrator.
- B. If within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules.
- C. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only

extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this agreement and pertaining to interpretation thereof. He/she shall be without power or authority to make any decision, contrary to or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable laws or rules or regulations having the force and effect of law.

- D. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- E. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.

**Section 7: Discharge, Demotion and Suspension**

Discharge, demotion or suspension of any employee may be entered as a grievance beginning at the Second Step of the grievance procedure.



## **ARTICLE VI**

### **PROBATION, SENIORITY, RESIGNATION AND RETIREMENT**

#### **Section 1: Probationary Period**

- A. New employees shall be on probation for the first ninety (90) working days of their employment, said ninety (90) working days to be accumulated within a six (6) month normal work schedule. During this time new employees must serve on the job to determine their ability to perform duties assigned to them.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment but not for the purpose of protesting disciplinary action or termination of employment, except for Union activities.
- C. The employer shall notify the Chapter Chairperson in writing of the name and location of any employee changes and their positions/classifications.
- D. Upon request by the Union's designee, the Employer agrees to furnish semi-annually a listing of classifications and salaries of bargaining unit members. Updating this list will be the responsibility of the Union.

#### **Section 2: Pre-Employment Physical**

Each new employee at the discretion of the Board shall, prior to entering his/her employment, submit to a physical examination by a physician designated by the employer and such examination shall be at the Employer's expense.

#### **Section 3: Seniority**

- A. Seniority shall begin from the last date of hire with the employer in accordance with Article VI, Section 1A.
- B. Seniority is within the bargaining unit.
- C. Freezing of Seniority

Freezing of seniority whereby an employee neither accumulates more nor loses what has already been accumulated, shall take place when:

1. An employee has been off work for one year due to personal injury or illness or other leave of absence except for #2 below.
2. An employee has been off work for two years due to work related injury.
3. If a bargaining unit member applies for and accepts a position with the MISD outside of this bargaining unit, the member shall be credited with accrued bargaining unit seniority, but shall not earn or accrue additional bargaining unit seniority while working in the non-bargaining unit position. The member working in the non-bargaining unit position may apply for bargaining unit vacancies as an outside/non-bargaining unit applicant and, if the member is selected to fill the vacancy, the member shall be credited with previously accrued seniority.

D. Loss of Seniority

An employee shall lose seniority for the following reasons only:

1. The employee resigns.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
3. The employee is absent for three (3) consecutive working days without notifying his/her Employer. After such absence, the Employer will send written notification to the Union and the employee at his/her last known address notifying the employee that his/her employment has been terminated, except in extenuating circumstances acceptable to the Employer.
4. Failure to return from sick leave and leaves of absence will be treated the same as item "3" above.
5. Retirement under Michigan Public School Employees Retirement Fund.

E. Tie Breaker

In the event of a seniority tie, the employee whose last four social security numbers are the greater shall have the greater seniority.

F. Favored Work/Seniority

An employee assigned to light duty will not accrue seniority in the bargaining unit, unless the employee was a bargaining unit member prior to the light duty assignment.

**Section 4: Resignation**

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded. The employee shall give ten (10) working days' notice. Failure to do so shall result in forfeiture of any earned vacation time and banked sick leave.

**Section 5: Retirement**

The Employer shall continue the benefits as required by the Michigan Public School Employees Retirement System as per Act 300 of 1980 as amended.

## **ARTICLE VII**

### **EMPLOYMENT CONDITIONS**

#### **Section 1: Standard Work Week**

- A. The Employer recognizes the principle of a standard work week of 37-1/2 working hours and a standard work day of 7-1/2 working hours and will establish work schedules and work assignments which can reasonably be completed within such standard work weeks. Fifty-two (52) such standard work weeks will constitute a standard work year (except as otherwise provided in this contract for less than fifty-two [52] week employees).
- B. The Employer shall not require employees regularly to work in excess of such standard work week or in excess of such standard work day.
- C. The first (1st) shift starting times shall commence between the hours of 6:00 A.M. and 10:30 A.M. The second (2nd) shift starting times shall commence between the hours of 10:30 A.M. and 3:00 P.M. This provision shall not apply to the extended hour coverage for the Media Center, which is governed by Section 2.
- D. Starting and quitting times which fall outside the basic work day shall be arranged by mutual consent between the Employer and the Union.
- E. Starting and quitting times for new positions and vacancies which fall outside the basic work day may be established by the Employer but shall be discussed with the Union and shall be cited on the job posting.
- F. Half days shall be defined as 3-3/4 hours excluding lunch.

#### **Section 2: Extended Hour Coverage/Media Center**

- A. Coverage for the Media Center beyond the basic work day shall be provided by one of the following methods, utilizing them in the order listed:
  - 1. A five (5) day work week plan by mutually agreed upon arrangements with the Media Center staff and the Employer pursuant to Section 1A.
  - 2. A four (4) day work week plan by mutual consent of the Employer and employee offered on a high seniority basis.

3. Where #1 or #2 cannot be arranged, either
  - a. a mandated four (4) day work week plan as outlined in "B" below assigned to the least senior Media Center employee, or
  - b. a mandated five (5) day work week plan as outlined in "C" below assignable to the least senior Media Center employee after offers have been made and refused in turn to higher seniority employees.
- B. Mandated Media Center Four Day Work Week
  1. The work hours shall be from 10:15 A.M. through 8:07 P.M. on Monday through Thursday of each work week. Such work hours shall include a thirty (30) minute unpaid lunch hour and two (2) normal rest breaks. Also such work hours shall accumulate to the standard 37-1/2 hour work week within four (4) days.
  2. Half days shall be defined as four hours and forty-one minutes, excluding lunch.
- C. Mandated Media Center Five Day Work Week
  1. The basic work day of 7-1/2 hours shall be contained between the hours of 7:30 A.M. and 10:00 P.M., Monday through Friday. Such work hours shall include a thirty (30) minute unpaid lunch hour and two (2) normal rest breaks. Also, such work hours shall accumulate to the standard 37-1/2 hour work week.
- D. The salaries during such assignment will include the premium pay differential as described in Section 3, Shift Adjustment.
- E. Such assignment shall be for a semester which shall run from the beginning of the school year to January 31st, or from February 1st to the end of the school year.
- F. Except for emergencies implementation of the above provisions will require two (2) weeks notice to the employee.

**Section 3: Shift Adjustment**

Employees working the second shift, as defined in Section 1C above, shall receive a two (2%) premium pay differential. In accordance with Section 2D above, employees assigned to the extended hour coverage for the Media Center beyond the basic work day shall receive the two (2%) premium pay differential.

**Section 4: Overtime**

- A. Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half (1-1/2) for work in excess of forty hours per week. For purposes of calculating the forty hours, time spent on paid leave shall count as time worked.
- B. It is understood that overtime is offered to the person holding the position. However, after that, the general policy regarding overtime for administrative support employees is that it is first offered to employees within the department on a rotating basis, provided that the employees possess the skills and qualifications necessary to perform the tasks and are available at the time the overtime is required.
- C. When all eligible employees within a department have refused overtime, a supervisor may offer overtime to a qualified employee, or an employee on the same classification by seniority in another department.
- D. Overtime work shall be voluntary except that if all employees on a classification in a department or operation location refuse, then the least senior employee shall work the overtime during emergencies or when work has to be done, as determined by the Employer.
- E. There shall be no pyramiding of overtime and shift premium benefits. An employee who is paid one premium shall not be paid the other.

**Section 5: Lunch Period and Relief Time**

- A. An employee shall be entitled to a duty free lunch period of one-half (1/2) hour. The time of an employee's lunch period shall be established by the Employer's designate to guarantee continued service to our public.
- B. An employee shall be provided a fifteen (15) minute relief period in each half of his/her work day. The time of an employee's relief period shall be established by the Employer's designate.
- C. By mutual prior consent of the employee and supervisor, relief times and lunch may be combined for a one hour lunch.

**Section 6: Holidays**

The Board will grant all employees the following holidays:

- |    |                        |                                   |
|----|------------------------|-----------------------------------|
| A. | Memorial Day           | Christmas Day                     |
|    | *Fourth of July        | First working day after Christmas |
|    | Labor Day              | *Two days between Christmas and   |
|    | Thanksgiving           | New Years                         |
|    | Day after Thanksgiving | Day before New Years              |
|    | Day before Christmas   | New Years Day                     |

\*Not granted to 186-Day administrative support employees.

Note: Employees required to work the ½ day before Thanksgiving will be compensated at 50% of their daily rate.

- B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.
- C.
  1. To be eligible for holiday pay an employee must have worked the last scheduled work day preceding and the first scheduled work day following such holiday. If a supervisor approves annual leave, etc. for an employee, that time shall not be considered to be scheduled. The last scheduled work day shall be the day preceding (or following) the approved time off.
  2. The intent here is not to penalize employees arbitrarily. An employee who can cover an absence with a doctor's letter, or who convinces a supervisor of the validity and the necessity for absence is not to be docked for the holiday.
  3. It is understood that in some instances the holiday in question can comprise two or more days.

**Section 7: Evaluation**

- A. The evaluation and development of an employee shall be a continuing process. Evaluation reports shall be completed prior to the expiration of the probationary period during the first year of employment and at least bi-annually thereafter.

- B. The Assistant Superintendent of Human Resources/Legal Affairs or Department Director directly in charge of the employee shall execute an office personnel evaluation form and shall conduct an interview with the employee to discuss the evaluation and compare it with prior evaluations. The employee may submit to the Department Director a written response to the evaluation with a copy to be submitted to the Assistant Superintendent of Human Resources/Legal Affairs. A copy of the evaluation and the employee's response shall be placed in the employee's personnel file. Records of reprimands and disciplinary actions shall be accorded the same treatment.
- C. The administrator conducting the evaluation will provide directive(s) for improvement for any area of concern noted in the evaluation. However, nothing in this section shall be construed to expand the probationary period for new employees or impact disciplinary proceedings.
- D. The employee shall initial all evaluation reports acknowledging he/she has read it prior to insertion of such material in his/her personnel file and may submit a response which shall be kept in said file.

**Section 8: Personnel File**

- A. An employee shall be permitted to inspect and copy any material in his/her personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Assistant Superintendent of Human Resources/Legal Affairs. A member of the administration office shall be present when the employee inspects said file. The employee may be accompanied by a member of the Union if desired.
- B. Letters of commendation, successful completion of a class in typing, shorthand, office machines, etc. as evidenced by report card, certificate of statement from the instructor shall be placed in personnel file if requested by employee.
- C. An employee who wishes a written acknowledgement of materials placed in his/her personnel file may furnish an additional copy which the Personnel Office will initial and date to indicate receipt.

**Section 9: Testing**

The Employer will provide an appropriate testing area. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review.



**Section 10: Continuing Education**

- A. With prior written approval of the Superintendent or his/her designee, an employee may be reimbursed for tuition paid for successfully completed courses of study which are related to his/her job assignment. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided written approval preceded his/her enrollment in said course. Effective January 1, 2009, the maximum allowable tuition reimbursement payment per employee is \$2,000 per calendar year with a \$5,000 lifetime maximum reimbursement.
- B. For courses offered by the Macomb Intermediate School District a certificate of completion will be given to those employees who successfully complete the courses.

**Section 11: Part-Time Employees**

Employees who are scheduled to work less than the standard work week shall receive a prorated annual salary.

- A. Those scheduled for three-fifths (3/5) or more of a standard work week will have the full contribution for benefits made in their behalf and will be considered full time employees.
- B. An employee considered full time under "A" above does not automatically become entitled to the full standard work week.

**Section 12: Temporary Employees**

- A. The employer shall notify Chapter Chairperson of temporary employees assigned to work in an administrative support capacity. The employer shall give the Chapter Chairperson a copy of Request for Temporary Personnel or the names and assignments of temporary personnel working in an administrative support capacity. This notice shall include co-op students.
- B. Temporary personnel shall not be retained beyond ninety (90) work days in the same assignment during a contract year without prior union/management agreement. Assignments filled by temporary personnel extending beyond ninety (90) work days in a contract year shall be posted in the bargaining unit except in extenuating circumstances as agreed to by union and management.

*Note 1: Section 12B formerly Article X, Section 2C*

*Note 2: It is not the intent of the parties to reassign temporary employees covering bargaining unit employees on approved leaves of absence.*

- C. Employees filling grant funded positions do not have bumping and recall rights under Article VIII.

**Section 13: Favored Work Assignment**

A new position is not created when an employee is placed in a light duty assignment. The employee assigned to light duty will not displace any current employee in the bargaining unit, nor cause the elimination of a bargaining unit position.

**Section 14: Health and Safety Committee**

A committee consisting of two members appointed by the Union and two members appointed by the Administration shall be established for the purpose of investigating and discussing health and safety issues of concern to bargaining unit members. The committee shall meet upon the request of either the Union or the Administration members and may participate in joint health and safety committee meetings with other bargaining units upon the consent of such units. The committee may invite other bargaining unit members, union representatives, and/or administration members to attend its meetings for informational and resource purposes.

## **Section 15: Severe Weather Conditions**

In the event the MISD is closed due to severe weather conditions or other emergency causes, the Superintendent or designee shall determine whether employees covered by the terms of this Agreement shall be required to report to work. The decision to close due to severe weather conditions or other emergency causes and to authorize employees not to report shall be in the Superintendent's sole discretion. The loss of time for employees who are not required to report for work under this provision shall be treated as follows:

- A. 52-Week Employees - Employees who have a 52-week work year shall receive their regular pay for the days that they are authorized not to report due to severe weather conditions or other emergency causes.
- B. Less than 52-Week Employees - Employees who have less than a 52-week work year shall receive their regular pay for the days that they are authorized not to report due to inclement weather or other emergency causes, provided such days are not rescheduled as make-up days for students, which would result in an extension of the employees' regular work year.

If a day school is closed due to inclement weather or other emergency causes is rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year, payment for these days will be considered paid in advance, and administrative support employees shall report to work on make-up days with no additional compensation. Administrative support employees shall not be eligible to use paid leave days (sick leave or personal business leave or vacation days) on such make-up days. In the event an administrative support employee is absent on a make-up day scheduled under the terms of this provision, the administrative support employee shall be docked one (1) day's pay for each make-up day absence.

## ARTICLE VIII

### VACANCIES, TRANSFER, TESTING, LAYOFF AND RECALL

#### Section 1: Vacancies

- A. Definition - A vacancy shall be defined as a new position or any existing position which has been vacated by a bargaining unit employee and which has not been eliminated by the Board.
- B. Posting - A written notice of vacancy shall be posted on the District's website (within sixty (60) days of the occurrence of the vacancy, except in extenuating circumstances) for a period of at least five (5) working days. The notice shall include qualifications, requirements, and other pertinent information concerning the position. The employer shall forward copy of job posting to the Chapter Chairperson.
- C. Filling of Vacancies
  - 1. Application - Employees who meet the requirements for the vacancy and who have on file evidence of the tested skills for the position, must complete the online application process. If more than one vacancy is posted at the same time, an applicant may indicate a priority of choice. Upon request, the Chapter Chairperson or designee shall be provided with a list of the applicants for a vacancy.
  - 2. Selection
    - a. Policy and Criteria - The Board supports, in principle, a policy of promoting from within the MISD but, subject to the terms of this provision ("b" and "c" below), reserves the right to consider candidates from without the MISD, as well as within, when filling all positions and will exercise its best judgment in employing the candidate best suited to the task being considered.
    - b. Three (3) or More Qualified Employee Applicants - The three (3) most senior employee applicants who meet the requirements and who have on file evidence of the tested skills for the vacancy shall be identified by the Superintendent or designee. The vacancy shall be filled with one of the three most senior qualified applicants, and the selection shall not be grievable by the Union or any bargaining unit employee.

- c. Less Than Three (3) Qualified Employee Applicants - In the event that less than three (3) qualified employee applicants have applied for a vacancy, the employee applicant(s) may be considered, together with applicants from without the MISD, in accordance with Paragraph 2a above, for the purpose of filling the vacancy. The Board supports a policy of promotion from within and will exercise its best judgment in employing the candidate best suited to the task being considered. Qualification, performance, and ability being equal, the seniority of the employee will then receive first consideration.
3. Temporary Filling of a Vacancy - No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.
4. Lateral Transfer - An employee applying for a lateral transfer to a vacant position within a classification shall be considered on the same basis as any other employee applicant.
5. Time for Filling - Except for an emergency, the posted position will be filled within thirty (30) work days after the end of the posting period. The successful applicant for the vacancy may be retained in his/her present position for a reasonable period of time, provided that the applicant receives the higher rate of pay for the vacant position, beginning with the sixth (6th) working day from the date of acceptance.
6. Step Following Promotion - A change to a classification will result in employee increasing by two (2) steps in the new classification.
7. Notification of Non-Acceptance - Unsuccessful bargaining unit applicants for a vacancy shall be notified in writing of not being selected for the vacancy. An employee applicant who is not granted a promotion under Paragraph 2c of this section shall, upon request, be granted a meeting with the Superintendent or designee to discuss the reasons for not being selected for the vacancy.

D. Trial Period

1. Time - An employee with permanent status, promoted to a higher classification, shall serve a forty-five (45) working day trial period in the new position to demonstrate that he/she has the ability to perform the requirements of the position. During the trial period, the employee shall receive the rate of pay for the position he/she is performing.

2. Reversion

- a. By the MISD - If during the trial period, the employee fails to fulfill the requirements, he/she may be reverted to his/her former position, without prejudice, as though he/she had continuously served in such former position following the expiration of the forty-five (45) working day trial period.
- b. By the Employee - The employee shall have the right to revert to his/her former position if he/she desires during the first forty-five (45) working days of the trial period. An employee who has reverted or has been reverted to his/her former position shall receive the rate of pay of the lower position.

E. General

1. Current Employees/Current Position - All current employees will be considered qualified for their current positions to the extent they have completed probationary and trial periods and to the extent indicated by their most recent performance evaluations. Thereafter, any updated qualifications will be placed in the employee's personnel file as evidence of his/her skills.
2. Bid Ineligibility - An employee who accepts a different or new position shall be ineligible to bid on another position for one hundred twenty (120) working days, unless mutually agreed between the Union and the Superintendent or designee.
3. Upgrading - The classification or position of an employee may be upgraded to a higher classification or position within the bargaining unit without posting, upon agreement between the Union and the Superintendent or designee, if the employee would thereby be more appropriately classified.

**Section 2: Transfer**

- A. Transfer to a Higher Classification/Position - An employee involuntarily transferred on a temporary basis to a higher classification/position in the bargaining unit shall receive the rate of the higher classification/position for the entire period of assignment. Such assignment shall not exceed ninety (90) working days if the position is a vacancy as defined in Section 1A of this provision.
  
- B. Transfer to a Lower Classification/Position - An employee involuntarily transferred to a lower classification/position in the bargaining unit shall receive the salary from his/her former position with no increase until the salary of the new classification/position exceeds the employee's salary from his/her former position at the time of the involuntary transfer. Involuntary transfers to lower classifications or positions shall be preceded by a conference between the Superintendent or designee, the affected employee, and Union representative.

**Section 3: Testing**

Testing of employees shall be conducted in accordance with the following provisions:

- A. Scheduling Tests - Tests for employees shall be scheduled by the Superintendent or designee not less than three (3) times per year, in October, February, and May. Notice of the scheduling of tests shall be posted for at least five (5) work days prior to the testing date.
  
- B. Conduct of Tests
  - 1. All tests will be conducted under appropriate businesslike conditions.
  
  - 2. Tests shall be reasonably uniform/similar (although not identical) from test to test in the various skill and subject matter areas.

3. Employees taking a test will not suffer any loss of pay for tests administered during the employee's work day, provided that the employees have notified their immediate supervisor at least five (5) working days prior to the testing session.
  4. Employees shall not be paid overtime for tests administered after the end of the employee's work day.
- C. Test Results - Test results evidencing improved skills will be placed in an employee's personnel file within five (5) working days from the date of the test, except in extenuating circumstances. Employees will be given the results of their tests in writing within fifteen (15) working days of the tests, except in extenuating circumstances. Test results shall be valid for a period of three (3) years from the date of the test, except upon mutual agreement between the Union and the Superintendent or designee.

**Section 4: Reduction in Force/Layoff**

- A. Reduction in force shall take place by classification according to need as determined by the employer. The least senior employees in the classification shall be reduced. Other employees shall be reassigned, if necessary, to cover the remaining jobs.
- B. In the event employees are to be laid off to the street, first temporary, then non-bargaining unit part-time, and then probationary employees shall be laid off first. Subsequently, reassignments of the staff shall be accomplished through the bumping procedure of the outline below (or through the posting procedure, if necessary).
- C. No employee shall be laid off involuntarily where the reduction can be accomplished with voluntary layoffs. In the event of voluntary layoff(s), reassignments of the staff shall be accomplished through the bumping procedure outlined below (or through the posting procedure, if necessary).
- D. No co-ops shall displace a member of the bargaining unit.
- E. Reduced employees shall have the right to bump down in one of the following sequences:



Sequence I

Project Technician  
Administrative Assistant to Assistant Superintendent  
Administrative Assistant to Senior Director  
Administrative Assistant to Director, Principal, Transportation Manager  
Administrative Assistant to Assistant Director, Coordinator  
Administrative Assistant to Consultant/Direct Service, Assessment Center/  
/Transportation  
Administrative Assistant to Truant Officer/School Support  
Administrative Assistant Other

Sequence II

Senior Bookkeeper/Cashier, Payroll Clerk I/Records Clerk  
Account Clerk  
Payroll Clerk II  
Administrative Assistant to Consultant/Direct Service, Assessment Center/  
Transportation/Secretary to Truant Officer/School Support  
Switchboard Operator/General Services Clerk  
Administrative Assistant Other

Sequence III

Graphics Specialist  
Technician  
Media Clerk

- F. In exercising a bump a reduced employee shall displace the least senior employee on the next level down, in sequence, if he/she has greater seniority. Failing to hold the next classification for lack of seniority, a reduced employee may exercise his/her seniority against ensuing classifications in sequence. When the sequence has been exhausted an employee may bump the least senior employee on a lower paid classification in another sequence provided he/she has more seniority than the employee being bumped and provided he/she has previously held that classification within Macomb Intermediate School District.
- G. An employee exercising his/her bump rights against the junior employee must be qualified and be able to perform the job satisfactorily within ten (10) working days. Failing in this the bumping employee shall carry his/her seniority against the next classification in sequence and the displaced employee shall be returned to the job.

- H. An employee bumping into a lower paid classification shall retain his/her present salary provided it is lower than maximum of the classification onto which he/she has bumped. If not, then the salary shall be frozen for the life of the contract.
- I. An employee laid off shall be given preference, if qualified, over a new hire for an opening to which he/she has no recall rights within the bargaining unit. The employee in such an instance shall retain his/her seniority, but must serve a standard probationary period for the classification.
- J. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Union Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

**Section 5: Recall**

- A. When the work force in a classification is increased after a reduction, employees will be recalled in the reverse order from which they were bumped down or laid off without loss of seniority.
- B. Notice of the recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from date of receipt of notice of recall, his/her employment shall be considered terminated. Extension may be granted by the Employer in proper cases.
- C. Recall rights shall extend for two (2) years or the length of an employee's seniority, whichever is greater.

## ARTICLE IX INSURANCE

### Section 1: Hospital/Medical Insurance

A. The Employer agrees to furnish to all employees the following insurance protection:

NOTE: If calculation for health care expenditure does not conform to the requirements of the Michigan Department of Treasury or other department of the state with legal authority, then Administration will meet with Union Leadership to consult regarding implementation of cost containment in compliance with law.

**Medical Benefit Summary and Election Plan Year 2019**

	BCBSM CB PPO (Primary)		BCBSM CB PPO (Optional)		BCBSM SB PPO (HDHP Plan)		BCBSM CB PPO (Pilot)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Summary Only. See <a href="http://www.misd.net/Business/Benefits">www.misd.net/Business/Benefits</a> under open enrollment for detailed plan information								
<b>Medical</b>								
<b>Deductible</b>	(excludes Rx)	(excludes Rx)	(excludes Rx)	(excludes Rx)	(includes Rx)	(includes Rx)	(excludes Rx)	(excludes Rx)
Single	\$200	\$600	\$750	\$2,250	\$2,000	\$4,000	\$3,000	\$6,000
Family	\$400	\$1,200	\$1,500	\$4,500	\$4,000	\$8,000	\$6,000	\$12,000
<b>Coinsurance Max</b>	(includes coinsurance only)		(includes coinsurance only)		(includes ded, coins, and all copays)		(includes coinsurance only)	
Single	\$500	\$1,500	\$1,000	\$3,000	\$3,000	\$6,000	\$2,500	\$5,000
Family	\$1,000	\$3,000	\$2,000	\$6,000	\$6,000	\$12,000	\$5,000	\$10,000
<b>Out-of-Pocket Limit</b>	(includes ded, coins, and all copays)							
Single	As set forth by the Patient Protection and Affordable Care Act							
Family	As set forth by the Patient Protection and Affordable Care Act							
<b>Coinsurance</b>	(applies after deductible is met)		(applies after deductible is met)		(applies after deductible is met)		(applies after deductible is met)	
Inpatient	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Outpatient	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Delivery/Nurse	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
DME	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Inpat MH/SA	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Allergy Testing	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
<b>Visits</b>	(applies after deductible is met)							
Preventive Care	100% covered	Not covered	100% covered	Not covered	100% covered	Not covered	100% covered	Not covered
PCP	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Specialist	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Pre/Post Natal	100% covered	60% covered	100% covered	50% covered	80% covered	60% covered	100% covered	50% covered
Allergy Injections	100% covered	60% covered	100% covered	50% covered	80% covered	60% covered	100% covered	50% covered
PT/OT/ST	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Outpat MH/SA	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Urgent Care	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Emergency Room	\$150 copay	\$150 copay	\$200 copay	\$200 copay	80% covered	80% covered	\$250 copay	\$250 copay
<b>Rx - 30 day supply</b>	(applies after deductible is met)							
Generic	\$10 copay	Copay + 25%	\$10 copay	Copay + 25%	\$10 copay	Copay + 25%	\$10 copay	Copay + 25%
Brand Fomulary	\$40 copay	Copay + 25%	\$40 copay	Copay + 25%	\$40 copay	Copay + 25%	\$40 copay	Copay + 25%
Brand Non-Fomulary	\$60 copay	Copay + 25%	\$60 copay	Copay + 25%	\$60 copay	Copay + 25%	\$60 copay	Copay + 25%
<b>Rx - 90 day supply</b>	(applies after deductible is met)							
Generic	\$20 copay	Copay + 25%	\$20 copay	Copay + 25%	\$20 copay	Copay + 25%	\$20 copay	Copay + 25%
Brand Fomulary	\$80 copay	Copay + 25%	\$80 copay	Copay + 25%	\$80 copay	Copay + 25%	\$80 copay	Copay + 25%
Brand Non-Fomulary	\$120 copay	Copay + 25%	\$120 copay	Copay + 25%	\$120 copay	Copay + 25%	\$120 copay	Copay + 25%

- B. Beginning January 1, 2001, administrative support bargaining unit employees who are eligible for medical insurance benefits and elect not to select this fringe benefit, will receive \$150.00 per month for twelve (12) months.
- C. It is understood that for those members whose spouse is also employed by the MISD, Option A (above) is not available because no savings are realized by the bargaining unit member dropping coverage. This section shall not affect employees hired prior to October 10, 2001.

**Section 2: Prohibition of Medical Coverage**

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer then Macomb Intermediate School District shall be relieved of its obligation agreement hereto attached provided that at such time as employee's spouse shall have such coverage terminated for reason of layoff, discharge, resignation or death, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement then Macomb Intermediate School District shall be relieved of its obligations to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas, Section 2 above of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME Council 25, Local 1884, Administrative Support, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage accorded the spouse of the employee of Macomb Intermediate School District, and whereas the undersigned is a member of the Collective Bargaining Unit represented by AFSCME Council 25, Local 1884, Administrative Support, and executed this agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

1. That the undersigned employee hereby represents that his/her spouse (does/does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate School District.
2. That if paragraph 1 above is answered in the affirmative, the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
3. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse for any reason then upon receipt of such notification Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the collective bargaining agreement.
4. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this agreement, then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand, therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

\_\_\_\_\_  
Employee  
Macomb Intermediate School District

**Section 3: Life Insurance**

The Board shall provide without cost to the employee group life insurance protection which shall pay to the employee's designated beneficiary the sum of thirty thousand dollars (\$30,000) upon his/her death, with option to purchase additional life insurance through payroll deduction at employee's expense, with a cap of \$50,000. Subject to the terms of the carrier. Provided further that protection shall pay an additional five thousand dollars (\$5,000) in the event of accidental death. The Board shall name the carrier.

**Section 4: Life Insurance for Retirees**

An employee with ten (10) years of service at the Macomb Intermediate School District who retires directly into the state retirement plan from the district shall be eligible to participate in life insurance through age 70 at his/her own expense subject to the conditions of the carrier. Life insurance shall be capped at \$7,000.

The retiree prepays life insurance premiums annually directly to the employer.

**Section 5: Dental Insurance**

The Board shall provide dental insurance without cost to the employee up to a maximum of \$29.00 premium per employee per month.

**Macomb ISD Dental Benefits Plan  
Administrative Support**

**The Plan-at-a-Glance** PPO Networks: ADN Dental Network, Michigan Dental Plan, DenteMax

**Maximum Benefits** January 1<sup>st</sup> through December 31<sup>st</sup>

Annual Maximum \$1000.00 per eligible individual for covered class I, II and III services.  
Lifetime Ortho Maximum \$1000.00 per eligible individual for covered class IV services

**Class I Preventive Services – 100%**

Routine Oral Examination	Twice per plan year
Cleaning (Prophylaxis & Periodontal Maintenance)	Twice per plan year
Topical Application of Fluoride	Twice 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	
Space Maintainers	Once per area per lifetime, up to age 19
Emergency Palliative Treatment	
Sealants***	Once per 1 <sup>st</sup> , 2 <sup>nd</sup> permanent molars, per 36 months, to age 19

**Class II Restorative Services – 50%**

Routine Oral Examination	Twice per plan year
Composite and Amalgam fillings	Once per tooth surface per 24 months
Root Canal Therapy	
Cleaning (Prophylaxis & Periodontal Maintenance)	Twice per plan year
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

**Class III Major Services – 50%**

Inlay, Onlay, Crowns	Once per 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	
Denture Reline or Rebase	Once per 24 months, per arch
Denture Repair or Adjustment	

**Class IV Orthodontic Services – 50%**

Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, to age 19
Comprehensive Treatment	Fixed Appliance Therapy, to age 19

**Not Covered**

Implants  
Occlusal Guards  
TMJ/TMD Treatment  
Cosmetic Treatment  
\*\*\* Sealants – In Network 100%, Out of Network \$20.00 per tooth.

Deductible – None  
Missing Tooth Clause – Yes  
12 Month Billing Limitation  
Waiting Periods – None  
COB – Standard

\*\*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.**

**Section 6: Insured Income Protection**

All deductions made for absences covered under the insured income protection policy shall be made from the paycheck immediately following the payroll period during which such absence occurred. Exceptions may be made by the Superintendent or his designate when an insurance check is not received within this time frame.

**Section 7: Discontinuance of Premiums**

The district will discontinue the payment of premiums on health, optical, dental, and life insurance at the time the individual is placed on long-term disability and/or after one (1) year from date placed on Workers' Compensation. An employee may continue to maintain coverage by timely payment of the premium to the district.

**Section 8: Optical Insurance**

The employer shall provide Optical Insurance with the following features:



# United Healthcare

[www.myuhcvision.com](http://www.myuhcvision.com)

Please note: Consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations. If there are differences in this page description and the Group Policy, the Group Policy is the governing document.

Please Note: Member must be eligible at date of service to receive benefit.

In Network Coverage Frequency		
Category	Benefit Eligibility	Frequency
Exam	Available	1 every 12 month(s)
Selection Contact Lens Fit	Available	1 every 12 month(s)
Non-Selection Contact Lens Fit	Available	1 every 12 month(s)
Frame	Available	1 every 24 month(s)
Lenses	Available	1 every 12 month(s)
Selection Contact Lenses - Daily Wear <sup>1</sup>	Available	Every 12 month(s)
Selection Contact Lenses - Monthly Wear <sup>1</sup>	Available	Every 12 month(s)
Non-Selection Contact Lenses <sup>1</sup>	Available	Every 12 month(s)

<sup>1</sup> Contact Lenses are in Lieu of Eyeglasses

In Network Coverage	
Vision Care Services	Patient Responsibility (includes applicable copay)

#### Professional Services

Exam	\$0.00
Non-Selection Contact Lens Fit	100% of Billed Charges
Selection Contact Lens Fit	Covered-in-Full

#### Frames

Frame	Balance over your \$130.00 Benefit Allowance
-------	--

Your frame allowance is applied toward the retail price of a frame at any network provider. If the frame costs less than the allowance, you have no additional out of pocket expense. If the frame costs more than the allowance, you are only responsible for the difference.

#### Lenses

Lenses / Blended Bifocals	80% of Billed Charges
Lenses / Free-form SV Lenses	80% of Billed Charges
Lenses / MF Aspheric Lenses	80% of Billed Charges
Lenses / Occupational Double Seg Lenses	80% of Billed Charges
Lenses / Progressive Lenses: Tier 1 (Standard)	\$70.00
Lenses / Progressive Lenses: Tier 2 (Deluxe)	\$110.00
Lenses / Progressive Lenses: Tier 3 (Premium)	\$150.00

Out of Network Coverage Frequency		
(Out of network frequency follows your In network frequency schedule)		
Category	Benefit Eligibility	Frequency
Exam	Available	1 every 12 month(s)
Frame	Available	1 every 24 month(s)
Progressive Lenses	Available	1 every 12 month(s)
Single Vision Lenses	Available	1 every 12 month(s)
Bifocal Lenses	Available	1 every 12 month(s)
Trifocal Lenses	Available	1 every 12 month(s)
Lenticular Lenses	Available	1 every 12 month(s)
OON Contact Lenses <sup>1</sup>	Available	Every 12 month(s)

<sup>1</sup> Contact Lenses are in Lieu of Eyeglasses

Out of Network Coverage	
Vision Care Services	Patient Reimbursement (includes applicable copay)

**Professional Services**

Exam + Refraction Up to \$63.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

**Frames**

Frame Up to \$98.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

**Lenses**

Bifocal Lenses Up to \$105.00

Lenticular Lenses Up to \$80.00

Progressive Lenses Up to \$105.00

Single Vision Lenses Up to \$75.00

Trifocal Lenses Up to \$130.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

**Contact Lenses**

Medically Necessary Contact Lens<sup>1</sup> Up to \$210.00

OON Contact Lenses<sup>1</sup> Up to \$130.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

<sup>1</sup> Contact Lenses are in Lieu of Eyeglasses

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

If a patient selects an item not covered by the program or in excess of the programs benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

**Section 9: Administration of Insurance**

Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.

## ARTICLE X

### LEAVE PROVISIONS

#### Section 1: Annual

- A. Every full-time employee shall be entitled to annual leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. After five (5) consecutive years of service, a full-time employee is entitled to .57 of a day for each completed bi-weekly pay period to a limit of fifteen (15) work days annually.
- C. After ten (10) consecutive years of service a full-time employee is entitled to .65 of a day for each completed bi-weekly pay period to a limit of seventeen (17) work days annually.
- D. After thirteen (13) consecutive years of service, a full-time employee is entitled to .77 of a day for each completed bi-weekly pay period to a limit of twenty (20) work days annually.
- E. After twenty (20) years of consecutive years of service, a full-time employee is entitled to .80 of a day for each completed bi-weekly pay period to a limit of twenty-one (21) work days annually.
- F. After twenty-one (21) consecutive years of service, a full-time employee is entitled to .84 of a day for each completed bi-weekly pay period to a limit of twenty-two (22) work days annually.
- G. After twenty-two (22) consecutive years of service, a full-time employee is entitled to .88 of a day for each completed bi-weekly pay period to a limit of twenty-three (23) work days annually.
- H. After twenty-three (23) consecutive years of service, a full-time employee is entitled to .92 of a day for each completed bi-weekly pay period to a limit of twenty-four (24) work days annually.
- I. After completion of twenty-four (24) consecutive years of service and beginning with twenty-fifth year and years following thereafter, a full-time employee is entitled to .96 of a day for each completed bi-weekly pay period to a limit of twenty-five (25) days MAXIMUM.

- J. Employees shall accumulate the amount of leave days shown below based on their current calendar:

<b>Years of service</b>	<b>Annual Leave/Bi-weekly</b>	<b>186</b>	<b>205*/ 210</b>	<b>Year Round</b>
New employee	0.38	7.52	8.26	10
After 5 years	0.57	11.28	12.39	15
After 10 years	0.65	12.78	14.042	17
After 13 years	0.77	15.04	16.52	20
After 20 years	0.8	15.79	17.346	21
After 22 years	0.88	17.30	18.998	23
After 23 years	0.92	18.05	19.824	24
After 24 years MAX	0.96	18.80	20.65	25

- K. Leave days may be accumulated to forty-five (45) work days.
- L. Leave days cannot be used by an employee until he has been on the payroll for six (6) continuous months.
- M. Annual leave schedules for employees of all departments shall be developed by the Employer's designate and must have approval of the Employer.
- N. Annual leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Employer. Peak times of business activity shall be posted in each department.
- O. Annual leave time in excess of two (2) days must be requested at least three (3) weeks in advance unless otherwise approved by the Employer.
- P. Once an annual leave period of not less than one (1) week has been established the employee may upon prior request receive any regular paycheck to be missed during said annual leave period on the last work day prior to that annual leave period.
- Q. Annual leave shall not accrue during dock days, parental leave, short term disability, long term disability, or other unpaid leave.

**Section 2: Parental Leave**

- A. An employee may request a parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education. Such leaves may be up to one (1) calendar year. A one year extension may be requested and shall be granted at the discretion of the Board of Education. A notice of intent to return to work must be received by the Personnel Office not less than two (2) months prior to termination of said leave.
- B. The Board shall pay three (3) monthly premiums for medical, dental, and term life insurance, commencing with the first premium date after the beginning of parental leave.
- C. An employee returning from parental leave within ninety (90) calendar days shall return to the position he/she left. An employee returning after ninety (90) calendar days shall return to an equal or lesser classification provided an opening exists for which he/she is qualified.

**Section 3: Jury Duty/Subpoena**

An employee shall be given paid leave when required to serve on a jury, or appear pursuant to a subpoena if MISD related. An employee shall endorse his/her jury/subpoena payment, less mileage expense, thus receiving his/her regular paycheck from the employer.

**Section 4: Sick Leave**

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness, subject to the following conditions:

- A. Employees shall be granted the amount of days shown below based on their current calendar credited to his/her account on the first day he/she reports for duty each year except an employee hired after December 31<sup>st</sup> shall be credited with 50% sick days to his/her account for the balance of the calendar year in which he/she was hired. This time may not be used in blocks of less than one (1) hour. Personal illness days shall accrue from year

to year up to a balance of 40 days. Upon separation, employee shall be paid \$100 per banked day.

<b>Calendar Year</b>	<b>Total <u>SL</u> Days</b>	<b>Total <u>PB</u> Days from <u>SL</u></b>	<b>50% Days hired after DEC 31<sup>ST</sup></b>
186	9	3	4.5
210	10	3	5
Year Round	11	3	5.5

B. Commencing with the sixth (6th) consecutive day the Employer shall provide income protection insurance without cost to the employee for all full-time employees covered under this section in accordance with the following provisions:

1. 70% of income to a maximum of \$2400 per month for fifty-two (52) weeks in case of sickness, accident, or maternity. Benefits shall begin on the first (1st) day of 24 hour hospitalization, or on the seventh (7th) work day of illness in any current year.
- Employee rights terminate one year after benefit eligibility ceases.
2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$2000 per month according to the following schedule:

<u>Age at Disablement</u>	<u>Duration of Benefits (In Years)</u>
Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

3. Insurance carrier to be selected by the Board. Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier. Employees hired after ratification are subject to pre-existing condition exclusion for long term disability payments, if state and/or federal law permits.

4. This section does not impact income protection for the first fifty-two (52) weeks of sickness or accident under Section 4(B)(1) nor does it prevent LTD payments for employees with pre-existing conditions who have been employed for one (1) year without incident.
- C. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the six (6) allowable days of absence, provided the employee files at the Superintendent's Office within three (3) days of the injury a statement from his doctor stating the number of days he/she will be unable to work.
- D. If an employee is absent for more than ninety (90) consecutive working days due to illness, accident, or maternity the Employer may post and fill the position. After recovery and upon the furnishing of a note from the employee's physician stating that the employee is ready to assume the duties of the position, the employee shall bump the lowest seniority employee in the classification from which he/she left.
- E. An employee, while on sick leave, shall not work for an employer other than the Macomb Intermediate School District without first notifying, in writing, the Personnel Office of his/her other employment.

**Section 5:    Illness in Family**

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of two (2) days annually may be used, chargeable against allowable days of absence as defined in Section 4A. After allowable sick days are used, an additional two (2) days may be granted by the Superintendent because of illness in the immediate family.
- B. The immediate family for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent or his designee is economically, emotionally and socially dependent on the employee.



- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within two (2) days after the emergency.

**Section 6: Bereavement Leave**

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. The immediate family for purposes of this section shall be defined as parents, spouse, children, siblings, grandchildren, step-parents, step-children, son and/or daughter-in-law, grandparents, mother and/or father-in-law or any person who makes his home with the employee and in the judgment of the Superintendent or his designate is economically, emotionally and socially dependent on the employee. The employee may use one (1) day leave to attend the funeral of a relative or close friend. Such leave shall be deductible from the sick leave allowance.
- B. The Superintendent or his designate may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.

**Section 7: Personal Leave**

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
- B. Requests for absences shall be submitted as follows:
  - 1. They shall be submitted in advance in writing for verification of the criteria as stated in "A" above to the employee's immediate supervisor. Exceptions shall be made only in cases of emergency.
  - 2. In cases where doubt exists as to whether or not the criteria have been met, the request may be submitted to the Superintendent.

- C. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District, or as a result of membership in organizations, shall not be approved.

**Section 8: Extended Health Leave**

Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted by the Board of Education or its designate without pay upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.

**Section 9: Workers' Compensation**

Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers' Compensation Act shall be considered as follows:

- A. The Employer shall pay the difference between the amount paid to him by Workers' Compensation Insurance and his/her regular salary for a period not to exceed the six (6) allowable days of absence provided that the employee turns into the Superintendent's Office for recording, all Workers' Compensation checks received from the date of the injury to the expiration of the six (6) allowable days of absence.
- B. An employee receiving Workers' Compensation pay shall not work for an employer other than the Macomb Intermediate School District without first notifying, in writing, the Personnel Office of his/her prospective employment.

**Section 10: Education/Family Responsibility Leave**

- A. An employee who has been employed in the district for a minimum of three (3) years may be granted leave by the Board of Education not to exceed one (1) year for education and family responsibilities.
- B. An employee being granted such leave shall be required to give twenty (20) days written notice of intent to return to work and shall be returned to the first open position in his/her classification or lesser classification for which he/she is qualified. Management shall have the option to waive the twenty (20) day requirement if feasible and if agreeable to the employee.
- C. Such leave shall carry no remuneration and no credit on the salary schedule.

- D. Failure to provide such notice of intent to return to work as indicated above will constitute termination of employment.

**Section 11: Conferences/Workshops**

- A. With recommendation of his/her department head and prior written approval of Employer, an employee may be granted a maximum of five (5) days during each school year without pay deduction to attend conference, workshops or institutes in connection with his/her employment, with reimbursement for reasonable expenses incurred by such attendance.
- B. Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

**Section 12: Physical Examination Upon Return From Leave**

Each employee at the discretion of the Board shall upon return from leave of absence or upon return from sick leave, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.

**Section 13: Documentation of Illness**

An employee using the fourth (4th) unscheduled docked day and thereafter may be required by the Employer to furnish written proof of illness or other documentation.

**Section 14: Family Medical Leave Act (FMLA)**

It is understood that employee rights established under the FMLA are not diminished by this agreement.

**ARTICLE XI**  
**DURATION AGREEMENT**

This Agreement shall become effective on July 1, 2018, and shall continue in full force and effect until June 30, 2021 and from year to year thereafter.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this Agreement. The modification or amendments of any specific article or clause shall not affect the remainder of this contract.

Special conferences for important matters may be arranged between the parties pursuant to the provisions of Article V, Section 4.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

The Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25, and its affiliate LOCAL UNION #1884 has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

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David Riley, Asst. Superintendent  
Human Resources & Operations

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Tina Marcon, Chairperson  
AFSCME-Administrative Support  
Council 25, Local 1884

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Rosetta Mullen, Asst. Superintendent  
Human Resources/Legal Affairs

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Kim Torchala, Secretary  
AFSCME-Administrative Support  
Council 25, Local 1884

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Gary Shimer, AFSCME-Council 25

**P.A. 4 of 2011**

**This entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act.**

## **CONTRACT DURATION AND COMPENSATION**

- For 2018-19 employee increase (change in hourly rate + adjustment) shall be a minimum of \$1000.
- All bargaining unit members employed on August 1, 2018 shall receive a one-time off schedule meritorious payment of \$200.00 payable the first check in December.
- For the 2019-20 school year all bargaining unit member who have been at Step 12 for more than one year shall receive a one-time off schedule payment of \$300.00 payable in the first check in December.
- For the 2020-21 school year all bargaining unit members who have been at Step 12 for more than one year shall receive a one-time off schedule payment of \$300.00 payable in the first check in December.
- Three year contract duration ending June 30, 2021.

## **APPENDIX**

<b>Classification</b>	<b>Title</b>
Class A	Graphics Specialist
Class B	Administrative Assistant to Assistant Superintendent Project Technician
Class I	Bookkeeper Payroll Clerk
Class II	Administrative Assistant to Director
Class III	Administrative Assistant to Assistant Director Administrative Assistant to Coordinator Administrative Assistant to Principal Business Clerk I Technician
Class IV	Administrative Assistant ESC/SRS/Transportation Departments Administrative Assistant School/Program Business Clerk II Media Clerk
Class V	Administrative Assistant Operational Services Other

The new classifications will be reflected in the sequence for reduction in force/layoff under Article VIII, Section 4.

## ADMINISTRATIVE SUPPORT SALARY SCHEDULE

	Class V	Class IV	Class III	Class II	Class I	Class B	Class A
Step 1	\$15.40	\$16.00	\$16.60	\$17.20	\$17.80	\$20.00	\$26.60
Step 2	\$15.80	\$16.60	\$17.20	\$17.80	\$18.40	\$20.60	\$27.00
Step 3	\$16.20	\$17.20	\$17.80	\$18.40	\$19.00	\$21.20	\$27.40
Step 4	\$16.60	\$17.80	\$18.40	\$19.00	\$19.60	\$21.80	\$27.80
Step 5	\$17.00	\$18.40	\$19.00	\$19.60	\$20.20	\$22.40	\$28.20
Step 6	\$17.40	\$19.00	\$19.60	\$20.20	\$20.80	\$23.00	\$28.60
Step 7	\$17.80	\$19.60	\$20.20	\$20.80	\$21.40	\$23.60	\$29.00
Step 8	\$18.20	\$20.20	\$20.80	\$21.40	\$22.00	\$24.20	\$29.40
Step 9	\$18.60	\$20.80	\$21.40	\$22.00	\$22.60	\$24.80	\$29.80
Step 10	\$19.00	\$21.40	\$22.00	\$22.60	\$23.20	\$25.40	\$30.20
Step 11	\$19.40	\$22.00	\$22.60	\$23.20	\$23.80	\$26.00	\$30.60
Step 12	\$19.80	\$22.60	\$23.20	\$23.80	\$24.40	\$26.60	\$31.00

Salary Examples:

Work Days	Holidays	Total Days	Hourly Rate	Hours per day	Total Salary
186	9	195	Step 1 Class V \$15.40	7.5	\$22,522.50
210	11	221	Step 11 Class II \$23.20	7.5	\$38,454.00
246	12	258*	Step 5 Class B \$22.40	7.5	\$43,344.00

\*based on 2018-19 work day count



**LETTER OF UNDERSTANDING - Summer Assignment**

This Letter of Understanding is between the Macomb Intermediate School District (“District”) and Administrative Support, AFSCME Local 1884, Council 25 (“Union”). The parties have agreed as follows:

Beginning in 2002, employees working less than a twelve month calendar will be offered “summer” work before using temporary help. This concept is flexible and is impacted by urgency of work, and duration of temporary schedule. It is further understood that the “summer” assignment is first offered to the person holding the position. However, after that, the general policy regarding “summer” assignment is that it is offered to employees within the department, provided that the employees possess the skills and qualifications required to perform the tasks and that they are available at the time the assignment is required. The union will submit a list of bargaining unit employees who are willing to work during the summer to the Department of Human Resources by June 1<sup>st</sup>. Decision to accept the summer assignment will be made immediately. Employees will be paid on a time sheet basis at their daily rate. Days worked in the summer shall not impact seniority, longevity, sick days, annual leave factors, etc.

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Assistant Superintendent of  
Human Resources/Legal Affairs

---

Council 25, Union President

---

Date

---

Date

MACOMB INTERMEDIATE SCHOOL DISTRICT  
AND  
INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES and COUNCIL 25 and its affiliated LOCAL 1884

LETTER OF UNDERSTANDING Flexible Spending Account

The District will make available to the employee a Flexible Spending Account (FSA). The FSA will be conducted pursuant to the IRS regulation and participation by the employee is voluntary.

The District will make available \$250 for each employee\* for healthcare/medical reimbursement for the 2018-19, 2019-20, 2020-21 school years. While participation in the FSA is voluntary, the employee shall not receive the \$250 payment, if the employee does not choose this option during the open enrollment period.

\* Bargaining unit members who have health insurance/medical coverage under Article XI.

NOTE: If calculation for health care expenditure does not conform to the requirements of the Michigan Department of Treasury or other department of the state with legal authority, then Administration will meet with Union Leadership to consult regarding implementation of cost containment in compliance with law.

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Rosetta K. Mullen, Assistant Superintendent  
Human Resources/Legal Affairs

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Tina Marcon, Chapter Chair  
AFSCME Council 25 Local 1884

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