

**HOURS OF WORK – Cont’d.**

14. If there is a question regarding a driver's time assigned for any route, an audit will be conducted as soon as possible, with prior notification to the driver.

15. If school hours are adjusted and/or changed during the school year, the School District reserves the right to reschedule all or part of the bus runs and have the runs rebid.

16. Overtime - Regular Runs

a. Time and one-half (1-1/2) shall be paid for all hours worked over eight (8) hours per day and forty (40) hours per week, on regular runs. Time and one-half (1-1/2) will be paid for hours worked on Saturday, and holidays not listed below:

b. Double (2) time will be paid for all hours worked on Sundays and the holidays following:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
July 4th	Christmas Eve
Labor Day	Christmas Day
Good Friday	

c. Overtime pay shall not be pyramided.

17. Overtime - Field Trips

a. Time and one-half (1-1/2) shall be paid for all hours worked over eight (8) hours per day at Field Trip rate.

b. Double (2) time will be paid for all hours worked on Sunday and on the following holidays at Field Trip rates:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
July 4th	Christmas Eve
Labor Day	Christmas Day
Good Friday	

c. Overtime pay shall not be pyramided.

C. It is recognized and understood that deviation from foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacation, leaves of absence, absenteeism, employee request, temporary shortage of personnel and emergencies.

D. No statement in this Article shall be construed as a guarantee of hours per day or week.

## **HOURS OF WORK – Cont'd.**

- E. It is agreed by the parties that there will be no subcontracting for the sole purpose of eliminating employees, unless services are withheld. However, it is agreed that the employer shall be free to use all labor saving devices and labor saving equipment that in the opinion of the employer will be in the best interest of operation. In non-emergency situations, if feasible, the employer may use current employees other than a sub-contractor.
- F. The employer reserves the right to incorporate work hours, direct the work force, staffing and programs as it deems meaningful for sound and reasonable operational and financial purposes.
- G. The employer shall provide cafeteria employees a "Notice of Intent" form before the end of the school year on which the employee will indicate whether he/she will be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the employer on or before the date indicated on the form. Failure to return the form as required will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file. A copy may be retained by the employer.

## **ARTICLE XII - LEAVES WITH PAY**

- A. **JURY DUTY** The employer shall pay any seniority employee called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family (Section B1), the difference between the amount received from jury duty and the regular pay if either the employee or the Superintendent/Designee is unable to have the employee excused from such assignment. An employee who received witness or jury duty interview and appearance notice must notify his/her appropriate administrator within five (5) days of such notice. To be eligible for jury duty or witness pay differential, the employee must furnish the employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for jury duty and witness fees. If an individual is on jury duty assignment only until 12 noon, he/she must report for their P.M. work assignment, if he/she expects to receive pay for work hours.
- B. **FUNERAL LEAVE** Seniority employees shall be allowed up to five (5) working days as funeral days, not to be deducted from sick leave, for a death in the employees immediate family. Immediate family shall be defined as: spouse, child, stepchild, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, nephew, niece or a relative living and making his/her home in the employee's household. One day shall be allowed for attendance at the funeral of a sister-in-law, brother-in-law of the employee.
- C. Seniority employees will accumulate sick leave as follows:
  - 1. Seniority employees who work a regular eight (8) hour schedule will accumulate one (1) Sick Leave Day for each month in which they receive compensation for a majority of the available work days. Accumulation shall carryover from fiscal year to fiscal year. Each fiscal year is defined as July 1 through the following June 30.

## **LEAVES WITH PAY – Cont'd.**

2. Seniority employees who work a regular shift of less than eight (8) hours will accumulate sick Leave Days on a pro-rated basis based upon hours worked. For example, a regular six (6) hours credit toward a Leave Day for each month in which they receive compensation for a majority of the available work days during each fiscal year defined as July 1 through the following June 30. Accumulation shall carryover from fiscal year to fiscal year.
3. Sick leave days will be credited to each individual's sick leave bank accumulation only after earning said days each month.
4. Employees who work less than full-time eight (8) hours shall accumulate sick leave pro-rated according to the average number of hours worked per day and months per year.
5. An employee shall not accumulate sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
6. Employees on leaves of absence without pay shall not accumulate sick leave during such periods.
7. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave but cannot receive sick or approved leave day pay until the completion of their probationary period and then only on a pro-rated basis for the first year of employment.

- D. **PERSONAL BUSINESS DAYS** Each employee may use five (5) days of accumulated or credited sick leave annually as approved leave days. An employee will need to provide a supporting statement if the leave time is more than three (3) consecutive days. Normally Approved Leave Days shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regularly scheduled workday. Applications must be made directly to the Superintendent/Designee for approval; this request must include a statement in support of the request and receive the approval of the Superintendent/Designee. It is understood that at least a seven (7) day notice must be given unless an emergency prevents this timely filing. The approved leave day is not provided for casual or indiscriminate use. On all approved leave days, as well as any other leave, such leave must be requested in advance (at least seven (7) days) in writing except funeral leave. Approved leave day requests must have prior approval from the Superintendent/Designee before being granted. Use of approved leave days shall be deducted from the sick leave allowance. The approved leave day is not provided for casual or indiscriminate use.
- E. The hours involved in an employee's use of Leave Days accumulation for any particular day will be limited to the number of hours they were scheduled to work that day and will be deducted from their accumulated Leave Days.
- F. All employees shall report absences on a daily basis as per policy and complete all forms provided stating the reasons for such absence.
- G. The employee may be requested to furnish a physician's statement as a proof of illness or disability in absence of three (3) consecutive days or more. The supervisor may request proof of illness in cases of suspected abuse for one day's absence.

## **LEAVES WITH PAY – Cont'd.**

- H. Proof of any illness may be required at any time if abuse is suspected.
- I. All unused sick leave allowance days shall be placed, at the end of the fiscal year, in the employees accumulative sick leave bank. Accumulation shall be unlimited.
- J. It is agreed that use of leave days will be strictly confined to legitimate purposes only.
- K. Sick leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other recreational activities or any other unacceptable reasons. The examples as stated above are by way of illustration only.
- L. The benefits of sick leave allowance do not apply to participation in strike activities, demonstrations, or work slow down (or any other such action(s) that interfere with the operation of any facility of the Chippewa Valley Schools).
- M. Routine health examination or dental appointments which might be scheduled during vacation periods shall not be covered.
- N. If the employee receives Board provided compensation or any form of retirement disability and/or insurance protection and/or payment or any other type of sick leave income during such sick leave, then only the difference between the employee's regular wage and such compensation will be paid.
- O. If unearned sick days have been paid to any employee and the employee is leaving active employment with the Chippewa Valley Schools, the overpayment will be deducted from the employee's final check.
- P. As a rule, approved leave days will not be granted the three (3) scheduled work days before or three (3) scheduled work days immediately after any holiday or vacation period as well as the first two (2) or last two (2) weeks of the school year. An exception to this rule may be granted by the Superintendent/Designee.
- Q. The Board retains the right to have any employee examined by the Board's own physician in addition to the employee's attending physician. The cost of such examination shall be paid for by the Board. If a conflict of opinion results as to whether an employee may return to work, the employee shall submit to a third impartial physician or clinic mutually agreeable by the employee and the Board, the expense incurred for such examination will be borne equally by the employee and the Board. The opinion of this third physician shall be binding on the Board and the employee.
- R. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the District the difference between the allowance under the Worker's Compensation Law and the regular salary up to the employee's current cumulative sick days with no deductions from sick leave days accumulation. The Employer reserves the right at this time to review any Worker's Compensation case and at its discretion extend the period of paying the difference between the Worker's Compensation contribution and the employee's full salary. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

**LEAVES WITH PAY – Cont’d.**

1. Injuries shall be reported by the employee to the appropriate supervisor as soon as possible but not later than three (3) calendar days of the occurrence.
2. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if he/she is required to report back to the doctor during working hours he/she will be paid for the lost time.
3. If the employee qualifies for Worker's Compensation benefits, then he/she will have the appropriate sick leave deduction reimbursed to their individual sick leave accumulation by the Employer.

**ARTICLE XIII - MISCELLANEOUS PROVISIONS**

- A. In the event an employee is assigned to work at a higher job classification than that he/she is regularly assigned, he/she will be compensated as indicated below:
  1. If the employee is assigned to a higher classification he/she shall be compensated at a wage rate applicable to that classification (i.e., if a custodian is assigned to a Bus Mechanic's assignment, etc.).
  2. If a custodian is temporarily assigned to a Head Custodian's position, he/she shall be paid at Head Custodian's rate on the sixth (6<sup>th</sup>) working day of continuous said work assignment. Second shift Custodians/Custodian II will continue to receive the shift premium for all time worked in a Head Custodian's position except after the sixth working day of continuous work.
  3. If a food service employee is temporarily assigned to a lead server or central kitchen assistant position, he/she shall be paid at lead server, central kitchen assistant rate on their first day worked.
- B. This contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this contract.
- C. The employer may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, technological and/or innovative approaches in the overall work operations of the School District that the employer would like to make part of its operation after consultation with the Association.

**MISCELLANEOUS PROVISIONS – Cont’d.**

- E. The Board will negotiate wage rates on new positions subject to:
1. The Board reserves the right to determine duties and responsibilities of the job and job title. The Association will be consulted prior to the establishment of any future, or changes in any current individual job descriptions.
  2. The Association will be advised of the position and proposed wage rates and will, within five (5) days, advise the District if it desires to negotiate a different wage rate.
  3. If negotiations do not result in mutual agreement on a wage rate within ten (10) days, the Board shall exercise normal recruitment procedures to fill the position at its proposed rate. In the event the Board is unable to fill the position at its wage rate, it will renegotiate the rate with the Association, or modify the duties of the job requirements. In this event, it would be considered a new position and this procedure repeated.

**ARTICLE XIV - COMPENSATION**

- A. The hourly rates of employees covered by this Agreement are set forth in Schedule A entitled Employee Hourly Rate Scale.

The hourly rates set forth in Schedule A will be increased as follows:

- July 1, 2006 through June 30, 2007; 1.5% across the board on the salary schedule and .5% lump sum off the salary schedule payment.
- July 1, 2007 through June 30, 2008; 1.5% across the board on the salary schedule and .5% lump sum off the salary schedule payment.
- July 1, 2008 through June 30, 2009; 1.5% across the board on the salary schedule and .5% lump sum off the salary schedule payment.

Effective July 1, 2007 all employees will be paid over 19 or 24 pays on the 15<sup>th</sup> and the last day of each month.

1. Head Custodians are eligible for shift premium if regularly assigned to a premium shift.
2. Certification of Mechanics  
Certification is by the State of Michigan Department of State and entitled "Motor Vehicle Mechanic Certificate."

**COMPENSATION – Cont’d.**

TYPES OF CERTIFICATES ARE AS FOLLOWS:

HEAVY DUTY TRUCK/SCHOOL BUS

- a. Brakes
- b. Diesel Systems
- c. Electrical Systems
- d. Suspension and Steering
- e. Drive Train
- f. Gasoline Engines

A mechanic who possesses more than three (3) of the above certificates will be entitled to additional compensation provided he/she has properly filed the certificates with the Human Resources Department. The additional compensation will be a 10¢ per hour increase for each certificate beyond the third certificate

Re-certification

- a. It shall be the responsibility of the employee to re-certify if he/she wishes to continue receiving the additional compensation.
- b. The employer shall be responsible for the cost and fees for re-certification when recertification is required by the school district.

Payroll adjustments shall commence the first full week following the filing of the appropriate certificates, or a receipt of the application for certification. For renewal purposes, if the above is not received prior to the expiration date of the certification, the pay will be reduced at the effective date of the expiration of the certificate.

3. Skilled Maintenance Licensing

A skilled maintenance heating, ventilating, air conditioning (HVAC), electrician, or plumber who possesses a (Michigan) mechanical contractors, master electrician, or master plumber license for their titled position will be entitled to additional compensation of \$1.00 per hour, provided the school district is sole proprietor of said license. All fees, class updates, renewals and costs associated with maintaining above licenses will be reimbursed to the employee. Payroll adjustments shall commence the first full week following the filing of said license with the human resources department.

- B. Shift Premium rate will be twenty-five (25) cents per hour for the second shift and thirty (30) cents per hour for the third shift.

**COMPENSATION – Cont’d.**

C. **Longevity** Seniority employees shall be eligible to receive longevity benefits at the end of the fiscal year. Longevity shall be paid according to the following schedule.

After eight	(8)	continuous	years	of	service	\$285
" ten	(10)	"	"	"	"	\$435
" fifteen	(15)	"	"	"	"	\$485
" twenty	(20)	"	"	"	"	\$510
" twenty-five	(25)	"	"	"	"	\$560

1. Credit years of experience for longevity can only be earned by working on a continuing basis as an employee covered by this master agreement.
2. The employer will provide longevity pay as indicated above for all seniority employees working at least six (6) hours per day and ten (10) months per year.
  - a. For part-time permanent seniority employees working at least two (2) hours per day, the employer will provide longevity as indicated above on the length of their work day and work year, on a pro-rata basis.

b. Full amount of longevity X portion of year worked X portion of day worked = amount of longevity or \$435 X 10/12 or .833 X 4 hours or .50.

example - 10 year employee  
 $435 \times .833 = \$362.36$  X  $.50 = \$181.18$

c. Longevity payments will be made no later than the last pay period of the fiscal year.

D. **Mileage** Employees recognize that from time to time they will be required to use their own vehicle for school business and the employer agrees to reimburse upon application for and verification of such mileage at the rate paid by the Internal Revenue Service.

E. **Vacation** Twelve (12) month employees shall accrue vacation benefits based upon their established seniority date. Employees who work less than twelve (12) months are not eligible for vacation benefits and do not accrue vacation credit.

1. All employees must be employed by the school district for a minimum of one year as of July 1, before a full vacation period will be granted. Employees shall earn vacation credit at the rate of:

Less than 1 year	-	5/6th of a day for each month in which the employee worked the majority of the work days.
1 year but less than 11 years	-	80 hours
11 years but less than 16 years	-	120 hours
16 years or more	-	160 hours



## **COMPENSATION – Cont’d.**

2. Employees vacation credit will be based upon their seniority date plus the appropriate credited time accumulated between their seniority date through the following June 30.
3. For example: an employee's seniority date is 9/10/86. As of 9/11/96, the employee has completed 10 years of continuous service. When calculating the employee's vacation credit to be effective 7/1/97, credit for 7/96 and 8/96 would be based upon 80 hours. Credit for 9/96 through 6/30/97 would be based upon 120 hours.
4. Credit will be earned only for those months in which an employee received pay for the majority of the scheduled working days of that month.
5. A vacation may not be postponed from one year to the next and made cumulative, but will be forfeited unless taken during the fiscal year.
6. If an employee is laid off, retires, or dies he/she will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.
7. Employees eligible for vacation benefits will be paid vacation days on the basis of their rate per hour and hours per day of their average regularly scheduled work day.
8. Vacations will be scheduled at a time when they will not interfere with or hamper normal operations and will be determined by the district. Insofar as is possible, vacations shall be scheduled at the time satisfactory to the employee. It is understood vacation periods will not as a rule be granted during Easter or Christmas vacation periods. Preference shall be accorded to employees on a seniority basis.
9. Vacations are to be arranged by mutual consent and as a rule to be taken during the period following one (1) week after the school year ends and one (1) week prior to the official opening of school for the next school year.
10. Vacations will be taken in a period of consecutive days. Exception to this rule may be made upon written request. Unless approved vacations shall be scheduled for periods of not less than one (1) week or not less than the number of days to which the employee is entitled, whichever is smaller. Vacations may be split into one or more weeks providing such scheduling does not interfere with efficient operations. Vacation time may not be taken in less than four (4.0) hour increments.
11. When a designated holiday is observed by the employer on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
12. If an employee becomes ill prior to his/her vacation and the illness continues into his/her scheduled vacation period and he/she is under the care of a licensed physician, his/her vacation will be rescheduled as soon as possible. In the event his/her incapacity continues through the fiscal year, he/she will be awarded payment in lieu of his/her earned vacation.
13. While on vacation, if an employee becomes ill and is hospitalized, he/she may draw upon earned sick leave days and have their vacation rescheduled.

## **COMPENSATION – Cont’d.**

14. Vacations will be granted in accordance with request of the employee so far as possible on a seniority basis provided that the employees submit their request to their appropriate Supervisor on or before May 15th of each year.
15. Exceptions to the procedures set forth above may be made when the Superintendent/Designee believes the best interests of the school district or the affected employee(s) are served.
16. The fiscal year is defined as July 1 through the following June 30. Vacation time will be earned and credited in hours.
17. Vacation time earned between July 1 through the following June 30 period will not be scheduled for leave until the subsequent July 1 through the following December 30<sup>th</sup> period. Using earned vacation time outside this earn-schedule cycle will be considered under hardship circumstances at the discretion of the Superintendent/Designee.

F. **Holidays** The following are the recognized holidays with pay for seniority employees as set forth by conditions stated below:

### **12 MONTH EMPLOYEES**

July 4, July 5, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, Additional Day-Christmas Break\*, Additional Day-Christmas Break\*, New Year's Eve, New Year's Day, Mid-Winter Break Day\*, Mid-Winter Break Day\*, Good Friday, Easter Monday, Easter Tuesday, and Memorial Day.

### **10 MONTH EMPLOYEES**

Labor Day\*, Thanksgiving Day, Friday After Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, Additional Day-Christmas Break\*, Additional Day-Christmas Break\*, New Year's Eve\*, New Year's Day, Good Friday, Easter Monday, Easter Tuesday, and Memorial Day.

\* The dates of these holidays may be adjusted based upon the school calendar or any out of district school calendar which affects Chippewa Valley School Operations.

1. Employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled workday at their regular straight time rate.
2. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday if school is not in session. In the event that a holiday shall fall on a Sunday, it shall be observed on the following Monday, if school is not in session.
3. If any of the scheduled holidays fall on a scheduled school day, the employer and the Association shall meet to reschedule said holiday.
4. To be eligible for holiday pay, the employee must work the last scheduled work day preceding and the first scheduled work day after each holiday except when off work for an approved reason. Exception to this rule may be made by the employer.

## COMPENSATION – Cont’d.

### G. Uniforms

1. The District will provide a uniform consisting of a shirt and trousers to: full and part time regular custodians, maintenance, grounds, mechanics, food handler/custodians, and warehouse/head custodian. Uniforms will be ordered no later than August 31. Vendor selection and quality and color are at the sole discretion of the district.
  - a. During the first calendar year of employment, custodians, food handler/custodians, and warehouse/head custodian employees will be eligible for two (2) sets and Maintenance, Grounds, and Mechanics will be eligible for three (3) sets.
  - b. Beginning with the second calendar year of employment, custodians, food handler/custodians, and warehouse/head custodian will be eligible for three (3) sets and maintenance, grounds, and mechanics will be eligible for four (4) sets.
  - c. It is the responsibility of each employee to clean and repair uniforms as required and replace any part of a uniform as needed.
  - d. Maintenance employees will receive one (1) pair of summer and one (1) pair of winter coveralls each year.
  - e. Mechanics and grounds employees will receive two (2) pair of summer and two (2) pair of winter coveralls each year.
  - f. Bus drivers, food handler/custodians, and warehouse/head custodian will be provided one (1) jacket every other year.
  - g. Maintenance, mechanics, and grounds employees may use all or part of their annual dollar allocation to purchase safety shoes provided their standard uniforms are in acceptable condition.
  - h. Head custodians may use all or part of their annual dollar allocation to purchase a jacket provided their standard uniforms are in acceptable condition.
  - i. An employee with less than five (5) years seniority who severs employment within the twelve (12) month period following receipt of the uniform components set forth above, will have a dollar amount equal to one-half (1/2) of their most recent annual dollar allocation deducted from their final paycheck.
2. The district will provide a clothing allowance to Food Service employees.
  - a. Employees are required to wear a standard uniform attire as suggested by the Food Service Committee with final approval by the Director of Food Services. Each employee is responsible for purchasing and maintaining the designated attire. An allowance of \$105.00 for employees who work four (4.0) or more hours and \$80.00 for employees who work less than four (4.0) hours will be provided by the District.

**COMPENSATION – Cont’d.**

- b. Employees with seniority as of their return to work date at the start of the school year will receive payment on the nearest payday after November 1 provided that proof of purchase receipts are received in the Food Service Office by October 15.
- c. Employees who complete their probationary period after the start of the school year will receive payment on the nearest payday after the date thirty (30) calendar days after the completion of the probationary period provided that proof of purchase receipts have been submitted to the Food Service Office within ten (10) days after the last day of the probationary period.
- d. An employee with less than five (5) years seniority who severs employment before the last scheduled work day of the school year will have a dollar amount equal to one-half (1/2) of their most recent clothing allowance deducted from their final paycheck.

H. **Tool Allowances** The employer agrees to replace worn out and broken tools owned by Maintenance and Mechanic employees when such tools are used to perform normal work assignments. Replacement of such tools requires the prior written approval of the appropriate Administrator. The employer will provide, with mutual consent of the parties, any specialty tool needed in the Maintenance and Mechanic Departments.

I. **Payroll Deductions**

- 1. Employees must notify the Payroll Department at least fifteen (15) days in advance of the effective date deductions are to be discontinued.
- 2. Employees may use payroll deductions for the following:
  - a. Health Insurance
  - b. Dental Insurance
  - c. Vision Insurance
  - d. Life Insurance
  - e. School Employee Credit Union
  - f. United States Savings Bonds
  - g. Union Dues
  - h. United Foundation
  - i. 403B/457 Plan
  - j. Retirement Buy Back

J. **Pay Advance** Pay advance can be granted if request is received in the Payroll Office three (3) weeks prior to the date that the vacation check normally would have been received by the employee.

K. **Cafeteria Lunch** Cafeteria employees shall be entitled to one (1) type A lunch on the day they work over two (2) hours. Cafeteria employees shall be entitled to one-half hour unpaid lunch period on the day they work over four (4) hours.

L. The Board shall pay the total cost for a commercial driver's license when that license is required.

M. Upon retirement under the Michigan Public Schools Retirement System, employees with more than fifty (50) days of accumulated sick leave shall be paid for unused sick days for all days beyond the fifty (50) to the maximum accumulation of one hundred and twenty-five (125) days. The rate of pay shall be forty-five dollars (\$45) per day.

## **COMPENSATION – Cont’d.**

### **N. Food Service Training for School Food Service Personnel**

Food Service Training for School Food Service Personnel is sponsored by the Michigan School Food Service Association and the Child Nutrition Program of the Michigan Department of Education. If the program is changed by the Statewide Group (ex. courses added, number of hours changed, etc.) the District will review the program and decide whether or not to adopt the new program.

The levels and courses are as follows:

#### **LEVEL I**

- 100 School Food Service Basics (10 hours)
- 120 Sanitation and Safety (10 hours)
- 125 Sanitation and Safety Update (4 hours)
- 140 Successful Communications (10 hours)
- 160 Principles of Food Preparation - Intro (15 hours)
- 180 Nutrition I (10 hours)

#### **LEVEL II**

- 200 Principles of Food Preparation-Entrees (15 hours)
- 220 Principles of Food Preparation-Baking (15 hours)
- 260 Merchandising School Meals (10 hours)
- 280 Health E.D.G.E. (Eating, the Dietary Guidelines and Education) (10 hours)

#### **LEVEL III**

- 300 Introduction to Human Resources (10 hours)
- 320 Target your Market (7 hours)
- 360 Effective Writing (10 hours)
- 380 Nutrition II (10 hours)

#### **LEVEL IV**

- 400 Principles of Management and Leadership for Child Nutrition Directors (10 hours)
- 420 Product Standards and Evaluation (10 hours)
- 440 Cost Control (13 hours)
- 480 Menu Planning (10 hours)

1. Food Service Employees will receive reimbursement for the class enrollment provided he/she has filed the proper documentation stating a passing certificate was obtained from the State Department of Education.

A food service employee who successfully completes all of the courses in each level will be entitled to additional compensation provided he/she has properly filed the certificates with the Superintendent/Designee. The additional compensation will be a .05 (5 cents) per hour increase for each level achieved.

## COMPENSATION – Cont’d.

### 2. Food Service Sanitation Managers Certification Program.

This program is sponsored by the Environmental Health Services Division of the Macomb County Health Department. Food Service Employees successfully completing the certification program will be reimbursed the enrollment fee providing the proper certificates have been filed with the Superintendent/Designee. If this program is changed, the district will review the program and decide whether or not to adopt the new program.

Any lead server or kitchen coordinator employee who has successfully completed the food service sanitation managers certification program will receive .25 cents per hour increase. Chippewa valley food service shall pay the employees at their current hourly rate for the time required to attend the course and pay for the cost of the course at the time of their enrollment.

## ARTICLE XV - INSURANCE

A. In order to receive insurance benefits eligible employees must submit proper application upon completion of their probationary period or during the open enrollment period established by the insurance carrier. It is the employee's responsibility to complete the required insurance forms in a timely manner.

### B. Life Insurance

Upon proper application, the employer shall provide life insurance as follows:

1. \$20,000 term policy with Accidental Death and Dismemberment (AD&D) for employees working six (6) hours or more per day.
2. \$12,000 term policy with Accidental Death and Dismemberment (AD&D) for employees working four (4) hours but less than six (6) hours per day.
3. This group life insurance shall begin when the employee has:
  - a. Satisfactorily completed his/her probationary period, and
  - b. Properly completed the necessary forms.
4. Insurance coverage shall terminate when the employee terminates his/her employment. However, a retired employee may purchase life insurance at their own cost from the district up to age 65.
5. Any present or future employee(s) working less than four (4) hours and not presently enrolled for this fringe benefit will not be eligible for said benefit. Employee(s) working four (4) hours or less presently enrolled for this fringe benefit may continue coverage on the pro-rata basis of the 1978 - 81 contract.

**INSURANCE – Cont’d.**

**C. Hospitalization**

All medical insurance coverage will exclude abortion coverage services other than for spontaneous abortion or to prevent the death of the woman upon whom the abortion is performed.

1. The employer will pay for each seniority employee working eight (8) hours per day the cost for Plan A or Plan B (benefits at a glance attached).
  - A. Plan a includes hospital medical and surgical insurance benefits under the Blue Cross/Blue Shield HMS Comprehensive Plan currently identified as Chippewa Valley Schools #68457-002 with preferred prescription drug program (\$5 generic/\$10 brand name fixed dollar co-pay) as described in Appendix A “description of HMS Comprehensive Blue Cross/Blue Shield Health Care Insurance Program.”
  - B. Plan B includes the hospitalization and surgical insurance benefits under the Blue Cross/Blue Shield Community Blue PPO plan I program with a prescription drug program \$10/40 co-pay (008) as described in Appendix B. Beginning July 1, 2007 all new employees only have the option of taking Plan B.
  - C. The sole authority for selection and determination of the insurance carrier, shall rest with the district .

2. The employer will provide hospitalization coverage as described in Plan A or Plan B to permanent, part-time seniority employees at the following percentage (pro-rata basis) of premium costs:

	<u>District</u> <u>Share</u>	<u>Employee</u> <u>Share</u>
Four (4) but less than six (6) hours	50%	50%
Six (6) but less than eight (8) hours	75%	25%

3. Permanent full-time seniority employee(s) not taking hospitalization insurance coverage may apply for additional life insurance in the amount of \$10,000. Permanent part-time employees may opt for additional life insurance in the amount of \$10,000 (based upon the percentage of pay out as indicated in C-2) in lieu of hospitalization insurance. It is the responsibility of the employee to contact the Human Resource Office to make official request for this coverage.

Permanent full-time seniority employee(s) not taking hospitalization insurance coverage may apply for a stipend pursuant to the following schedule per month in lieu of hospitalization coverage. Permanent part-time employees working six (6) hours or more may apply for a stipend in the amount of \$25 per month in lieu of hospitalization insurance. It is the responsibility of the employee to contact the Human Resource Office to make official request for this coverage.

**INSURANCE – Cont’d.**

Full time seniority employees in lieu hospitalization coverage:

<u>No. of Employees</u>	<u>Cash In Lieu Per Month</u>
0-8	30.00
9-10	87.00
11-12	174.00
13-14	261.00
15 >	348.00

4. If the eligible employee's spouse has, or is eligible for, any type of paid hospitalization insurance which is equal to or better than the Blue Cross/Blue Shield plan identified in C-1, said employee shall not receive district paid hospitalization coverage. It is understood that double coverage is prohibited.
5. All eligible employees shall not be entitled to the above mentioned coverage until they have satisfactorily completed the probationary period.
6. There shall be no duplication of insurance. The employee must notify the Payroll and Human Resource Office of any duplicate coverage - either through personal coverage or coverage from the spouse's or family's insurance plan. If the employee is covered by any duplicated hospitalization insurance, the Board's obligations under this provision shall be waived.
7. The Board agrees to indemnify and save the Association (MEA) harmless against any and all Equal Employment Opportunity Commission (EEOC) claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that by reason of action taken by the Board for the purpose of complying with this Article. This section is not in effect nor does it apply to any grievance or arbitration that may result through the implementation of any sections of this Article.

**D. Dental Insurance**

Seniority employees employed on a full-time (8-hour) permanent basis will be eligible for a dental plan selected by the employer for said employee and all eligible dependents which will provide coverage of 80% of Type A and B expenses and 50% of Type C expenses with a \$1,000 maximum and a \$25 deductible per person and \$50 per family with an orthodontic rider with payment of expenses at 50% with a \$1,000 maximum. Part-time permanent employees working four (4) hours or more may enroll in this plan, and the employee will pay the percentage of premiums the amount listed above as identified in Section C-2.

For those members of the bargaining unit who are covered by other dental insurance (including district-provided insurance) the employer will provide a Dental Plan of coverage of 50% of Type A, B, and C expenses with a \$1,000 maximum and a \$25 deductible per person and \$50 per family. Part-time permanent employees will have extended to them the same consideration as indicated above with internal and external coordination of benefits for both full-time and part-time employees. The district retains the right to select the carrier.



**INSURANCE – Cont’d.**

1. Any present or future employee(s) working less than four (4) hours and not presently enrolled for this fringe benefit will not be eligible for said benefit. Employee(s) working four (4) hours or less presently enrolled for this fringe benefit may continue coverage on the pro-rata basis of the 1979-81 contract.

**E. Group Insurance Benefits Eligibility For Bus Driver and Food Service**

1. Bus Drivers and Food Service employees who are eligible for insurance benefits as described above will have available the appropriate coverage once the bus and lunch schedules have been determined and assigned. Bus driver benefits will be based on second bid cycle.
2. If an employee's hours are reduced during the school year, the district will continue to provide the insurance coverage as determined in the above stated sections. Said coverage will be maintained for the remainder of the fiscal year. If hours are increased employees eligible for additional coverage will receive said coverage if permitted by the insurance company.
3. If an employee requests a reduction in hours, his/her group insurance benefits will be reduced accordingly.
4. Insurance benefits coverage is based upon the permanent hour assignments for individual employees.

**F. National Health Insurance**

In the event that a National Health Insurance Act becomes law during the term of this contract, it is agreed that those provisions of the present agreement affected by this law shall be reviewed and discussed by the parties.

**G. Long Term Disability (LTD)**

The employer shall provide a Long Term Disability (LTD) plan which will cover employees working four (4) hours or more per day or twenty (20) hours or more per week for 60% of the employee's base salary after a waiting period of 90 days. Benefits will be paid for up to two (2) years for sickness and up to age 70 for accidents.

Normal offsets apply. Said compensation, as described above, is subject to the terms of the contract with the respective insurance carrier and conditions and controls as stated within this Master Agreement. The employer retains the right to select the carrier.

**H. Basic Vision Plan**

The employer will provide for an 80% MESSA Vision Service Plan II for each eligible seniority employee (full-time, permanent, eight (8) hours a day). Employees working less than eight (8) hours a day but working four (4) or more hours will be paid premiums as indicated in Section C-2 of Article XV, Insurance Protection. The sole authority for selection and determination of the insurance carrier, shall rest with the employer.

## **INSURANCE – Cont’d.**

- I. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
- J. Upon termination or lay-off, of employment with the employer, the employee benefits as described above will cease to be paid by the employer.
- K. The employer, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits which it as contracted for any reason shall not result in any liability to the employer or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.
- L. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.
- M. It is the understanding of the parties that insurance benefits will start on the earliest date possible according to the terms of the insurance carrier's contract, after the probationary period.
- N. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- O. Any and all hospitalization and/or insurance coverage provided herein shall be extended only to regular and permanent, full-time and part-time employees unless specified otherwise in this Master Agreement.
- P. There shall be no duplication of any hospitalization insurance plan. The employee must notify the Payroll Office and Human Resource Office of any duplicate coverage either through personal coverage or coverage through the spouse's family's insurance plan. If the employee is covered by any duplicated program, the district's obligation under this provision shall be waived.
- Q. It is the understanding of the parties that these benefits will not start until after this contract has been accepted and ratified by the parties. These benefits will have no retroactivity consideration.
- R. If the Board of Education desires to self-fund any of the insurance programs, they must receive written agreement from the Association to use any particular individual administering agents, prior to implementation.

## **ARTICLE XVI - GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged violation of a specific article and section of this agreement. Any grievance or dispute concerning wages, hours, working conditions concerning the application, meaning or interpretation of this Agreement which may arise between the parties of this agreement shall be settled in the following manner, except as otherwise prohibited herein.

## GRIEVANCE PROCEDURE – Cont'd.

- B. The number of days indicted at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process. All time limits herein shall consist of working days unless otherwise specified.
- C. The time limits specified herein for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that any seniority employee fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the Board of Education's last answer. In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step of the grievance procedure.
- D. The grievant must clearly indicate to the administrator whenever a concern is being expressed as a grievance.
- E. On the "Statement of Grievance" form furnished by the employer at each appropriate level of the grievance procedure (each step) the employee will indicate whether or not he/she wants Association representation at the Grievance Hearing.

### STEP ONE

Within five (5) working days of the time a grievance occurs, or knowledge thereof, the employee will present the grievance to his/her immediate administrator with the objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate administrator may give his/her answer orally to the employee. The employee may have the Association representative present, if requested. The Informal Step Grievance form furnished by the employer shall be signed by the parties involved in the grievance at Step One with a copy given to the grievant.

### STEP TWO

If the grievance is not resolved in Step One, the employee must within five (5) working days after receipt of the administrator's answer, or lack of thereof, submit to the appropriate administrator a signed, written "Statement of Grievance". "The Statement of Grievance" shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of the agreement alleged to be violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the relief requested, and shall be signed by the employee involved.

A meeting on the alleged grievance shall take place between the grievant, Association Representative (if requested in writing on the Grievance Form) and an administrator within ten (10) working days after receipt of the written grievance.

The administrator may give the grievant an answer in writing within five (5) working days after the date of the meeting indicated in Step Two.

## GRIEVANCE PROCEDURE – Cont'd.

### STEP THREE

If the grievance is not resolved in Step Two, then the grievant and/or the Association shall have the right to appeal the decision of Step Two within five (5) working days of receipt of said answer or time limits indicated in Step Two. Such appeal, "Statement of Grievance" shall be directed to the Superintendent/Designee. The Superintendent/Designee and the aggrieved employee (Association Representative and/or one other representative of the Association), may be present if the employee so desires and requests their presence in writing on the Grievance Form) shall meet within a reasonable time, not to exceed one week in an attempt to resolve the matter. The Superintendent/Designee shall render a written decision within ten (10) working days of the meeting of the parties as indicated in Step Three.

### STEP FOUR

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent/Designee within fifteen (15) working days from the date of the written decision of Step Three. The Arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The filing fee shall be shared equally by both parties.

- F. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. 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 not pertaining to the interpretation thereof.
  2. 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 the agreement.
  3. His/her powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this agreement as affecting any seniority employee or group of employees individually identified with the bargaining unit, and shall not imply obligations and conditions upon the employer other than those which are specifically included in this Agreement, nor shall he/she rule on matters which are within the managerial rights of the employer.
  4. In rendering decisions, the Arbitrator shall give due regard to the responsibilities and rights of the employer and shall construe the agreement so that there will be no interference with such responsibilities and rights, except as they may specifically be conditioned by this agreement.

## **GRIEVANCE PROCEDURE – Cont'd.**

5. He/she shall have no power to establish salary scales or change any salary or
    - a. The termination of services of or failure to re-employ any probationary employee except for legal union activities.
    - b. The placing of a probationary employee on additional probation.
    - c. Any matters involving disciplinary action resulting from criminal convictions.
  6. The fees and expenses of the Arbitrator shall be shared equally by the parties:
    - a. If the grievance is denied, by the Association.
    - b. If the grievance is granted, by the District.
    - c. If the grievance is granted in part, shared equally by the parties.
    - d. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.
  7. Unless agreed otherwise, an Arbitrator shall have power to hear or determine only a single grievance in a single Arbitration Hearing. If either party disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.
  8. 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 Association 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.
- G. Grievances shall be deemed invalid if not presented at Step One within five (5) working days of their occurrence and/or knowledge thereof, and if not appealed within five (5) working days from decision of each level.
- H. Any written agreement reached between the employer and the Association is binding on all employees affected and cannot be changed by an individual.
- I. Where more than one (1) written grievance involving the same issue has been filed and processed through the Grievance Procedure to Step Three, the Association may at Step Three, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step Three while the selected representative grievance is processed further in the Grievance Procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances held at Step Three.

## **GRIEVANCE PROCEDURE – Cont’d.**

- J. The grievant must be present at any and all Grievance Hearings, unless it is agreed by both parties to postpone the Grievance Hearing.
- K. If the Association Representative is unable to attend the Grievance Hearing as indicated in the grievance steps because of extenuating circumstances, then the Association President/Designee may attend in his/her place.
- L. It is understood that grievance problems will be handled at times other than when the employee is at work whenever possible. In the event, however, in the handling of a grievance it becomes necessary for the Association Representative/or Association President/Designee to leave work, permission shall first be obtained from the Supervisor or Principal. The privilege of Association Representatives or Association President/Designee leaving work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance. This will be done as expediently with as little interruption of work as possible; they must not leave their work station unattended unless permission has been granted. This privilege will not be abused.
- M. All Arbitration Hearings shall be held in the school district whenever possible.
- N. Any grievance filed by an employee(s) who also initiates this same concern in other forum shall cause grievance to become null and void and shall constitute valid and acceptable basis for immediate discontinuation of the grievance process for this grievance.

## **ARTICLE XVII - CONTINUITY OF OPERATIONS**

- A. The Association and the Board/Employer recognize that the cessation or interruption of services by employees is contrary to law and public policy. The Board/Employer and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the services for the School District. Accordingly, the Association and its members agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e. the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purposes whatsoever.
- B. Should differences arise between the Board/Employer and the Association and/or employees as to the interpretation or application of the provisions of this Agreement, it is agreed there will be no work stoppage, walkout, or any other type of concerted action, but, instead, will utilize the grievance procedure or the special conference approach so as to resolve the matter.

## ARTICLE XVIII - BOARD'S RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all its powers, rights, authorities, duties and responsibilities including those conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. The exercise of these powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and implied terms of this Agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the United States.
- B. The rights and responsibilities as conferred under the School Code on the Board of Education and the Superintendent are herein preserved.
- C. Except as expressly provided otherwise in the Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.
- D. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest in and be exercised by the District without prior negotiation with the Association either as to the taking of such action under such rights or with respect to the consequence of such action during the term of this Agreement.

Such rights shall include, by way of description and not by way of limitation, the School District's right to:

1. to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
2. to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
3. to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment.
4. to determine the methods, means, and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

## **ARTICLE XIX - SPECIAL CONFERENCE**

- A. There may be established under this Article a closed forum hereinafter called "Special Conference". It is understood by the Parties that the Special Conference are not to be construed or utilized as a Grievance Hearing.
- B. Special Conferences for important matters will be arranged by the Association President and the Employer by mutual consent of the Parties. The Association may appoint not more than five (5) members to represent their organization and the Employer may have a like number if it so desires. Such meetings shall be between at least two (2) Representatives of the Employer and of the Association.
- C. Arrangements for the Conferences shall be made in advance and an Agenda provided, in writing, prepared by the Party requesting the Conference. The Agenda shall be presented at the time the Conference is requested. Matters taken up in Special Conference shall be confined to those matters included in the Agenda. The names of the persons to be present shall be submitted prior to the Conferences.

## **ARTICLE XX - WAIVER**

The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board/Employer nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

## **ARTICLE XXI - ENTIRE AGREEMENT**

This Agreement supersedes and cancels all previous Agreements, verbal or written or based upon alleged past practices, between the District /Employer and the Association and constitutes the entire Agreement between the Parties. Any amendment or agreement supplemental hereto shall not be binding upon either Party unless executed in writing by the Parties hereto.

## **ARTICLE XXII - EMPLOYEES RIGHTS AND RESPONSIBILITY**

- A Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Employer shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiation and other lawful activities. The Employer agrees that it will not discriminate against any employee for his/her institution of any grievance, complaint or proceeding under this Agreement. If the Association claims a Violation of this article, it may appeal the alleged violation through the grievance procedure or to the Michigan Employee Relations Commission but may not use both forums.



## **EMPLOYEES RIGHTS AND RESPONSIBILITY – Cont’d.**

- B. It is the responsibility of the Association and individual members to honor Board Policies, and Administrative Regulations not in conflict with the Master Agreement. Neither the Association, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instruction or directions of administrators or supervisors.
- C. The Employer specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator from such public agency.
- D. All employees accept the responsibility to strive for excellence in his/her work and to take advantage of opportunities for continually improving his/her skills and relationship with his/her co-workers and with the public.
- E. Upon proper application, the Board may allow the Association to hold official meetings on the premises and the Association will reimburse the Board for any services which it may have to render because of such meetings. The Association may use the inter-school mails to disseminate information to its members.
- F. In order to provide continuing health protection for students, it shall be the policy of the employer that:
  - 1. Upon initial employment, each employee will be requested to pass a physical examination after an offer of employment has been extended.
  - 2. All employees must have a valid tuberculin skin test or chest x-ray. A certificate of freedom from tuberculosis must be filed with the Personnel Department prior to the opening of the school year or not later than fifteen (15) days after the first day of school. It is the employee's responsibility to obtain the above-mentioned certificate.

Failure to file said certificate by October 1st may result in suspension from employment until such filing has been completed.
- G. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to the common problems that are not inconsistent with State law, School Board Policy, this Agreement or other higher authorities.
- I. In the case of extreme emergency in an immediate family situation (defined in Sick Leave), a Special Conference may be scheduled between the employer and the employee (Association Representative if requested in writing) to discuss the possibility of a temporary shift change (not to exceed thirty (30) days as a rule.

## **EMPLOYEES RIGHTS AND RESPONSIBILITY – Cont’d,**

If the employer concurs with the emergency of the situation, shift preferences within the classification on the same level may be granted on the basis of the employees involved, submitting a mutually signed Agreement.

- J. The employer will provide a Bulletin Board or space on an existing Bulletin Board which may be used by the Association for posting notices.
  - 1. The Bulletin Board shall not be used by the Association for posting or distributing pamphlets of local political matter.
- K. Duly authorized Association representative may be permitted to transact official Association business on school property provided that it shall not interfere with or interrupt normal school operation, and that said representative(s) has the permission of the building principal/supervisor. Such business will be transacted in private.
- L. The Employer agrees to furnish, when practicable, to the Association in response to reasonable written requests from time to time, public information concerning the financial resources of the District. The Employer further agrees to supply available information, when feasible and when requested in writing which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records. However, the District reserves the right to determine what is germane to the matter so that irrelevant, confidential information on personnel does not become public. The cost for any requested information will be paid by the Association.
- M. Each fiscal year up to seven(7) paid days will be allowed for Association Business, providing the Association makes written application to the Superintendent/Designee prior to the absences. In addition, the Association will be granted up to fourteen (14) paid days to attend NEA, MEA and Local 1 sponsored workshops or conferences. The purpose of the workshop/conference training will be to improve skills related to association leadership. The Association will be required to submit to the Superintendent/Designee documents and training materials to verify that the workshop/conference meet the above stated purpose. All costs related to the workshop/conference will be incurred by the Association.
- N. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- O. Any case of assault upon an employee shall be promptly reported to the employer. The Employer shall render reasonable assistance to the employee in connection with the handling of said incident.
- P. When school is closed due to adverse weather conditions or any other conditions, employees will be expected to report to work unless notified not to work. Employees not reporting for their regularly scheduled work day will have deducted that day's salary. Any unpaid days are exempt from the implementation of Article VI, Section D 10. If an employee arrives at his/her location within two (2) hours of the announced starting time, the employee can work the total number of hours that he/she is normally assigned or the remaining part of the announced work day. Employees reporting for part of a work day will be paid for that portion of the day worked. (New) employees who report to work who are not normally required under these circumstances will be paid a minimum of two (2) hours of their rate of pay.

## **EMPLOYEES RIGHTS AND RESPONSIBILITY – Cont’d.**

Bus Drivers and Cafeteria employees will be paid for all days when school is closed due to adverse weather conditions or any other conditions. (not to exceed the number of days allotted by state law).

Those employees not required to work on scheduled day of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

The Board reserves the right to reschedule all or any part of working time lost resultant from an emergency closing notwithstanding any portion of the Master Agreement. The rescheduling of such work time shall not result in any additional cost to the Board.

- Q. The Association may have the right to use school building facilities for meetings in accordance with school policy.
- R. Copies of this Agreement shall be duplicated by the employer and shall be presented to all employees now employed and hereinafter employed under this Agreement.
- S. When an employee desires to terminate his employment, there must be at least ten (10) working days notice of resignation with no absences during said period, in writing, given to the immediate supervisor. Resignations of shorter notice shall automatically forfeit any and all benefits, except if the resignation is of an emergency nature (such as sickness in the family, death, etc.).
- T. Resignation automatically forfeits accruing additional rights and benefits. In the event of reemployment, such employee shall be considered as a new employee.
- U. Time lost by unauthorized absence from duty will result in a proportionate salary reduction.
- V. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file. The employee must make an appointment with the Personnel Department in order that an employee of that Department will be present when the employee inspects his/her file. A representative of the Association may, at the employee's request, accompany the employee in his/her review.
- W. Employees shall refer any discipline problem to the employer for proper disposition.
- X. Time sheets must be submitted by those responsible the Friday preceding pay day unless cleared with the Accounting Office for Monday submission. These time sheets must be signed by the employee and the appropriate administrator.
- Y. When employee(s) are required by the employer to obtain instruction or training, the employer will assume the cost of tuition.
- Z. A 457 plan will be available for eligible employees.

### **ARTICLE XXIII - NEGOTIATIONS PROCEDURES**

- A. Sixty (60) days prior to the expiration of the Master Agreement, the Association must submit in writing its desire to negotiate an agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement as stipulated in Act 379 in respect to hours, salaries, and conditions of employment.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its own representatives. The Parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification of the Board of Education and the Association.
- C. If the Parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- D. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
- E. Both parties agree that each team has the right to caucus at any time during negotiation sessions. The parties undertake to cooperate in furnishing information.
- F. There shall be three (3) signed copies of the final agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.
- G. All issues proposed for discussion by the Association shall be submitted in writing by the Association at the first official meeting of both parties.
- H. Negotiation sessions shall not exceed three (3) hours; however, negotiation sessions may be extended if mutually agreed.

**ARTICLE XXIV - DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Board and the Association and supersedes all prior Agreements between the parties and shall become of full force and effect from July 1, 2006 and shall continue in full force and effect until midnight, June 30, 2009 and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered letter, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to modify the existing contract.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 15th day of December, 2006.

**CHIPPEWA VALLEY SUPPORT  
PERSONNEL ASSOCIATION**

By: [Signature]  
Association President & Chairperson

By: Paul Harris  
Negotiating Committee

By: Rick Flynn  
Negotiating Committee

By: Janet Ternes  
Negotiating Committee

By: Larry Wilk  
Negotiating Committee

By: Jim Miller  
Negotiating Committee

By: [Signature]  
Negotiating Committee

By: Rebecca Newman  
Negotiating Committee

By: David Boyce  
Negotiating Committee

By: Mary Smith  
Negotiating Committee

**MEMBERS OF CVSPA NEGOTIATING TEAM**

- |                |             |
|----------------|-------------|
| Paul Harris    | Jim Miller  |
| Rick Flynn     | John Berko  |
| Bob Rohrer     | Larry Wilks |
| Janet Ternes   | David Boyce |
| Rebecca Newman | Mary Smith  |

**CHIPPEWA VALLEY BOARD  
OF EDUCATION**

By: Janise Aquino  
President, Board of Education

By: Mark V. Bednarek  
Secretary, Board of Education

By: [Signature]  
Chairperson Negotiating Committee

By: Paul Sederlund  
Superintendent

**MEMBERS OF DISTRICT NEGOTIATING TEAM**

- |                 |                |
|-----------------|----------------|
| Scott Sederlund | Michael Reeber |
|-----------------|----------------|

CHIPPEWA VALLEY SCHOOLS  
EMPLOYEE HOURLY RATE SCALE  
July 1, 2006 through June 30, 2007

SALARY SCHEDULE

*(Increased by 1.5%)*

CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Custodian II	11.25	14.45	15.79	17.80	19.00	
Custodian Leader	11.71	15.05	16.48	18.48	19.52	
Elementary Head Custodian	13.82	17.78	18.86	20.12		
Middle School Head Custodian	14.02	18.03	19.25	20.53		
High School Head Custodian	14.28	18.35	19.78	21.08		
Skilled & General Maintenance Leader	16.57	21.33	22.44	23.46	25.22	26.87
Skilled Maintenance	15.06	19.40	20.42	21.35	22.94	24.46
General Maintenance	13.07	16.80	17.82	18.74	20.34	22.90
Grounds Leader	12.34	15.86	17.21	19.18	21.69	
Grounds II	12.15	15.63	16.81	18.27	20.22	
Groundsman	11.25	14.45	15.79	17.80	19.00	
Warehouse/Head Custodian	13.27	17.08	18.23	19.65	20.93	
Warehouse Helper	10.12	12.96	13.91	14.80		
Laborer	8.47	10.87	11.63	12.39		
Head Mechanic	14.18	18.24	19.25	20.18	21.74	24.43
Mechanic	13.07	16.80	17.82	18.74	20.34	22.90
Bus Driver	10.81	13.90	14.89	15.59	17.42	18.57
Central Kitchen Coordinator	12.04	13.38	14.13	14.91	15.89	
Central Kitchen Assistant	9.87	10.93	11.88	13.08	13.93	
High School Lead Server	9.87	10.93	11.88	13.08	13.93	
Middle School Lead Server	9.61	10.66	11.14	12.02	13.12	
Elementary Lead Server	9.44	10.46	10.93	11.80	12.85	
Elementary Cashier/Helper	9.15	10.14	10.46	11.00	12.02	
Kitchen Helper	9.15	10.14	10.46	11.00	12.02	
Food Handler/Custodian	11.25	14.45	15.79	17.80	19.00	

CHIPPEWA VALLEY SCHOOLS  
EMPLOYEE HOURLY RATE SCALE  
July 1, 2007 through June 30, 2008

SALARY SCHEDULE

*(Increased by 1.5%)*

CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Custodian	9.14	11.03	11.80	12.58		
Custodian II	11.42	14.67	16.03	18.07	19.29	
Custodian Leader	11.89	15.28	16.73	18.76	19.81	
Elementary Head Custodian	14.03	18.05	19.14	20.42		
Middle School Head Custodian	14.23	18.30	19.54	20.84		
High School Head Custodian	14.49	18.63	20.08	21.40		
Skilled & General Maintenance Leader	16.82	21.65	22.78	23.81	25.60	27.27
Skilled Maintenance	15.29	19.69	20.73	21.67	23.28	24.83
General Maintenance	13.27	17.05	18.09	19.02	20.65	23.24
Grounds Leader	12.53	16.10	17.47	19.47	22.02	
Grounds II	12.33	15.86	17.06	18.54	20.52	
Groundsman	11.42	14.67	16.03	18.07	19.29	
Warehouse/Head Custodian	13.47	17.34	18.50	19.94	21.24	
Warehouse Helper	10.27	13.15	14.12	15.02		
Laborer	8.60	11.03	11.80	12.58		
Head Mechanic	14.39	18.51	19.54	20.48	22.07	24.80
Mechanic	13.27	17.05	18.09	19.02	20.65	23.24
Bus Driver	10.97	14.11	15.11	15.82	17.68	18.85
Central Kitchen Coordinator	12.22	13.58	14.34	15.13	16.13	
Central Kitchen Assistant	10.02	11.09	12.06	13.28	14.14	
High School Lead Server	10.02	11.09	12.06	13.28	14.14	
Middle School Lead Server	9.75	10.82	11.31	12.20	13.32	
Elementary Lead Server	9.58	10.62	11.09	11.98	13.04	
Elementary Cashier/Helper	9.29	10.29	10.62	11.17	12.20	
Kitchen Helper	9.29	10.29	10.62	11.17	12.20	
Food Handler/Custodian	11.42	14.67	16.03	18.07	19.29	

CHIPPEWA VALLEY SCHOOLS  
EMPLOYEE HOURLY RATE SCALE  
July 1, 2008 through June 30, 2009

SALARY SCHEDULE

*(Increased by 1.5%)*

CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Custodian	9.28	11.20	11.98	12.77		
Custodian II	11.59	14.89	16.27	18.34	19.58	
Custodian Leader	12.07	15.51	16.98	19.04	20.11	
Elementary Head Custodian	14.24	18.32	19.43	20.73		
Middle School Head Custodian	14.44	18.57	19.83	21.15		
High School Head Custodian	14.71	18.91	20.38	21.72		
Skilled & General Maintenance Leader	17.07	21.97	23.12	24.17	25.98	27.68
Skilled Maintenance	15.52	19.99	21.04	22.00	23.63	25.20
General Maintenance	13.47	17.31	18.36	19.31	20.96	23.59
Grounds Leader	12.72	16.34	17.73	19.76	22.35	
Grounds II	12.51	16.10	17.32	18.82	20.83	
Groundsman	11.59	14.89	16.27	18.34	19.58	
Warehouse/Head Custodian	13.67	17.60	18.78	20.24	21.56	
Warehouse Helper	10.42	13.35	14.33	15.25		
Laborer	8.73	11.20	11.98	12.77		
Head Mechanic	14.61	18.79	19.83	20.79	22.40	25.17
Mechanic	13.47	17.31	18.36	19.31	20.96	23.59
Bus Driver	11.13	14.32	15.34	16.06	17.95	19.13
Central Kitchen Coordinator	12.40	13.78	14.56	15.36	16.37	
Central Kitchen Assistant	10.17	11.26	12.24	13.48	14.35	
High School Lead Server	10.17	11.26	12.24	13.48	14.35	
Middle School Lead Server	9.90	10.98	11.48	12.38	13.52	
Elementary Lead Server	9.72	10.78	11.26	12.16	13.24	
Elementary Cashier/Helper	9.43	10.44	10.78	11.34	12.38	
Kitchen Helper	9.43	10.44	10.78	11.34	12.38	
Food Handler/Custodian	11.59	14.89	16.27	18.34	19.58	



**MEMORANDUM OF AGREEMENT**

It is understood that this Memorandum of Agreement is to verify a mutual agreement that was reached during the bargaining process between the Chippewa Valley Board of Education and the Chippewa Valley Custodial/Maintenance/Grounds/Transportation and Cafeteria employees, CVSPA as indicated below:

It is agreed and supported by the union and ratified by its members that the following ten (10) Cafeteria employees have their district seniority date adjusted to reflect the following dates:

Gabler, Janet	10/15/75	Janicki, Sylvia	10/08/76
Koelzer, Carole	09/09/76	Dalecki, Judith	05/24/78
Bone, Carol	12/06/76	Wisniewski, Geraldine	12/13/77
Frey, Lillian	03/14/77	Rohrbeck, Marian	09/10/76
Harder, Vera	09/10/76	Hutsko, Margaret	10/02/79

As a condition of the implementation of the Agreement, the Union agrees to indemnify and save the Chippewa Valley School District, the Board and each individual School Board Member, and all administrators harmless against any and all claims, demands, costs, suits, grievances, arbitrations or other forms of liability and all court, attorney fees or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Memorandum of Agreement.

It is understood by all parties that the action taken by the administration shall in no way be construed by the Union, employee(s), other Union members, or other employee(s) to be a precedent for any other employee(s) in the future or be construed as establishing a practice or precedent in any future case.

It is further agreed and accepted by the parties that no grievance or court action will be supported or initiated by the Union and/or employee(s) regarding this particular agreement nor use this adjustment and agreement as evidence in any future claims(s) or demand(s) by any employee(s).

It is accepted that this understanding applies exclusively to the aforementioned employees under the terms and conditions stipulated herein.

**CHIPPEWA VALLEY SCHOOLS**

**LETTER OF INTENT**

**Between**

**CHIPPEWA VALLEY SCHOOLS**

**And the**

**SUPPORT PERSONNEL ASSOCIATION**

**CUSTODIAL/MAINTENANCE/GROUNDS/TRANSPORTATION AND FOOD SERVICE  
EMPLOYEES**

February 26, 2004

For the purpose of creating reasonable operational efficiencies, the Board will make every effort to consolidate bus runs to create routes with the greatest number of hours. This effort will be made pursuant to Article XI – Hours of Work, Section F of the Master Agreement between the Chippewa Valley Schools Board of Education and the CVSPA.

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Mark F. Deldin  
Assistant Superintendent  
Business and Operations

\_\_\_\_\_  
Paul Harris  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## HMS Comprehensive Benefits-at-a-Glance for Chippewa Valley Schools #68457-002

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

### Preventive Care Services

Health Maintenance Exam	Not covered
Routine Gynecological Exam <b>Note:</b> Benefits are payable once every 12 months.	Covered – 90%
Routine PAP Smear <b>Note:</b> Benefits are payable once every 12 months.	Covered – 90%
Well-Baby and Child Care	Not covered
Immunizations	Covered – 90%
Proctoscopic Exam	Not covered
Prostate Specific Antigen (PSA) Screening	Not covered

### Mammography

Routine Mammography Screening <b>Note:</b> Benefits are payable for one baseline for ages 35-40, one annually after age 40.	Covered – 100%
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### Physician Office Services

Office Visits – medically necessary	Covered – 90%
Outpatient and Home Medical Visits – medically necessary	Covered – 90%
Office and Outpatient Consultations – payable as office visits	Covered – 90%

### Emergency Medical Care

Hospital Emergency Room	Covered – 100%
Ambulance Services – medically necessary	Covered – 90%; emergency treatment of accidental injuries and medical emergencies covered at 100%

### Diagnostic Services

Laboratory and Pathology Services	Covered – 100%
Diagnostic Tests and X-rays	Covered – 100%
Therapeutic Radiology	Covered – 100%

### Maternity Services Provided by a Physician

Prenatal and Postnatal Services	Covered – 100%
Delivery and Nursery Care	Covered – 100%

### Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <b>Note:</b> Benefits are payable for unlimited days of care. Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 100%
Inpatient Consultations	Covered – 100%
Outpatient Chemotherapy	Covered – 90%

### Alternatives to Hospital Care

Skilled Nursing Care – in <b>approved</b> facilities only <b>Note:</b> Benefits are payable up to 730 days of inpatient care; days renew following 60 consecutive days from date of last discharge.	Covered – 100%
Hospice Care <b>Note:</b> Benefits are limited to dollar maximum that is reviewed and adjusted periodically.	Covered – 100%
Home Health Care	Covered – 100%
Home Infusion Therapy	Covered – 90%
BlueHealthConnection Program	Covered

### Surgical Services

Surgery – includes presurgical consultations, related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered – 100%
Voluntary Sterilization	Covered – 100%

### Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504) <b>Note:</b> Benefits are payable up to \$1 million <b>lifetime</b> maximum per transplant type per member.	Covered – 100%
Bone Marrow Transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); <b>specific criteria</b> applies	Covered – 100%
Kidney, Cornea and Skin Transplants	Covered – 100%

### Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care <b>Note:</b> Psychiatric day treatment and psychiatric night treatment are covered in a participating hospital.	Covered – 100%, subject to \$1million lifetime maximum
Inpatient Substance Abuse Treatment <b>Note:</b> Benefits are payable for up to 45 days of care. Days renew following 60 consecutive days from date of last discharge.	Covered – 100%
Outpatient Mental Health Care – in <b>participating</b> facilities only <b>Note:</b> Benefits are payable up to 50 visits per calendar year.	Covered – 75%
Outpatient Substance Abuse Treatment – in approved facilities <b>Note:</b> Benefits are payable up to the state-dollar amount which is adjusted annually.	Covered – 100%

### Other Services

Outpatient Diabetes Management Program – medically necessary	Covered – 90%
Allergy Testing and Therapy	Covered – 90%
Chiropractic Spinal Manipulation <b>Note:</b> Benefits are payable up to 38 visits per year.	Covered – 90%
Outpatient Physical, Speech and Occupational Therapy	Covered – 90%; accidental injuries covered at 100%
Durable Medical Equipment	Covered – 90%
External Prosthetic and Orthotic Appliances	Covered – 90%
Private Duty Nursing Services	Covered – 90%

### Deductible, Copays and Dollar Maximums

**Note:** If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductible</b>	None
<b>Copays</b>	10% of approved amount for selected outpatient services, and 25% of approved amount for outpatient mental health services
<b>Copay Dollar Maximum</b> – excludes outpatient mental health care copays	\$1,000 per family per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per member and a <b>separate</b> \$1 million lifetime per member per covered specified human organ transplant type

### Additional Riders

<b>Rider EBMT</b> , Experimental Bone Marrow Transplants	Establishes the criteria and clarifies which conditions are payable for experimental bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
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A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

## Blue Preferred Rx Prescription Drug Coverage with \$5 Generic/\$10 Brand Name Fixed Dollar Copay Benefits-at-a-Glance for Chippewa Valley Schools Group #68457-002

### Network Pharmacy

### Non-Network Pharmacy

#### Covered Services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered

#### Copays

Generic Drugs	\$5 for each generic drug	\$5 for each generic drug
Brand Name Drugs	\$10 for each brand name drug	\$10 for each brand name drug
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs (Rider MOPD)	<b>Copay for up to 90 day supply:</b> \$5 for each generic drug; \$10 for each brand name drug	Not Applicable

#### Optional Riders

<b>Rider CI</b> , Contraceptive Injections, <b>Rider PCD</b> , Prescribed Contraceptive Devices and <b>Rider PD-CM</b> , Prescription Contraceptive Medications	Adds benefits for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.  <b>Note:</b> These riders are available only with prescription drug coverage.  Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs
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**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescriptions (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks.

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



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# Community Blue<sup>SM</sup> PPO

## Benefits-at-a-Glance for Chippewa Valley Schools #68457-008

### Plan 1

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

	In-Network	Out-of-Network
<b>Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year</b>		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
<b>Mammography</b>		
Mammography Screening	Covered – 100%	Covered – 80% after deductible
One per calendar year, no age restrictions		
<b>Physician Office Services</b>		
Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%
<b>Diagnostic Services</b>		
Laboratory and Pathology Services	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic Radiology	Covered – 100%	Covered – 80% after deductible
<b>Maternity Services Provided by a Physician</b>		
Prenatal and Postnatal Care	Covered – 100%	Covered – 80% after deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Includes delivery provided by a certified nurse midwife		
<b>Hospital Care</b>		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <b>Note:</b> Nonemergency services must be rendered in a participating hospital	Covered – 100%	Covered – 80% after deductible
Unlimited days		
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	Covered – 100%	Covered – 100%
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 100%
Limited to dollar maximum which is adjusted periodically		
Home Health Care	Covered – 100%	Covered – 100%
Unlimited visits		

**In-Network**

**Out-of-Network**

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

**Human Organ Transplants**

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50%	Covered – 50%
	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50%
	Up to the state-dollar amount which is adjusted annually	

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%

**Deductible, Copays and Dollar Maximums**

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductible</b>	None	\$250 per member, \$500 family per calendar year
<b>Copays</b> • Fixed Dollar Copays  • Percent Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing <b>Note:</b> Services without a network are covered at the in-network level.
<b>Copay Dollar Maximums</b> • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	Not applicable	\$2,000 per member, \$4,000 per family per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

**Additional Riders**

<b>Rider EBMT, Experimental Bone Marrow Transplants</b>	Establishes the criteria and clarifies which conditions are payable for experimental bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
<b>Rider XVA-2, Excludes Voluntary Abortions</b>	Excludes benefits for any services related to an abortion except for a spontaneous abortion, or to prevent the death of the woman upon whom the abortion is performed. BCBSM does pay for services or supplies to treat complications resulting from an abortion.



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## Blue Preferred Rx Prescription Drug Coverage with \$10 Generic/\$40 Brand Name Fixed Dollar Copay Benefits-at-a-Glance for Chippewa Valley Schools #68457-008

### Network Pharmacy

### Non-Network Pharmacy

#### Covered Services

	Network Pharmacy	Non-Network Pharmacy
Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered

#### Copays

	Network Pharmacy	Non-Network Pharmacy
Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$40 for each brand name drug	\$40 for each brand name drug
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs (Rider MOPD)	\$10 for each generic drug; \$40 for each brand name drug	Not Applicable

#### Optional Riders

<b>Rider PD-CM, Prescription Contraceptive Medications</b>	Adds benefits to the Prescription Drug Plan for prescription oral or injectable contraceptive medications. <b>Note:</b> When this rider is selected, Rider PCD must also be selected.
<b>Rider CI, Contraceptive Injections</b>	Adds benefits for contraceptive injections as part of your medical-surgical coverage
<b>Rider PCD, Prescribed Contraceptive Devices</b>	Adds benefits for physician-prescribed contraceptive devices such as diaphragms and IUDs injections as part of your medical-surgical coverage.

**Note:** A network pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescriptions (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A non-network pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks.

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