



CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue
Clinton Twp., MI 48038

MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY
PARAPROFESSIONALS AND MONITORS

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
CHAPTER 1884
COUNCIL 25

2011-2012

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PREAMBLE

This agreement entered into this 13th day of June, 2011 between the Board of Education of the Chippewa Valley Schools hereinafter called the "Board" and Local 1884.14, Chippewa Valley Paraprofessionals and Monitors affiliated with Council #25 Chartered by the American Federation of State, County, and Municipal Employees AFL-CIO hereinafter referred to as the "Union".

PURPOSE

The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965, as amended.

DEFINITIONS

- (1) EMPLOYER shall mean the Chippewa Valley Schools and its Board of Education.
- (2) UNION shall mean the Michigan AFSCME Council 25 and its affiliated Local 1884.14 Chippewa Valley Paraprofessionals and Monitors, AFL-CIO.
- (3) EMPLOYEE shall mean any member of the bargaining unit.
- (4) FULL TIME EMPLOYEE shall mean any member of the bargaining unit who works six (6) or more hours per day and thirty (30) or more hours per week.
- (5) PART TIME EMPLOYEE shall mean any member of the bargaining unit who works more than two (2) hours and less than six (6) hours per day and less than thirty (30) hours per week.
- (6) ADMINISTRATOR shall mean any employee of the Board who holds an administrative position.
- (7) SCHOOL DISTRICT shall also mean the Board of Education and administrative personnel who may be authorized by the Superintendent or Board of Education.
- (8) In the construction of the words used in this agreement, whenever the singular is used it shall include the plural; whenever the feminine is used it shall include the masculine.

ARTICLE 1- RECOGNITION

Pursuant to and in accordance with all applicable provisions of Public Employment Relation Act of 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of those employees of the Board in the bargaining unit herein described. The bargaining unit includes

all permanent, full-time and part-time two (2) hours or more per day and ten (10) hours or more per week paraprofessionals including crossing guards, lunchroom monitors, pre-school paraprofessionals, early childhood paraprofessionals, classroom paraprofessionals, locker room monitors, hall monitors, adult education paraprofessionals, special education paraprofessionals, in-school suspension paraprofessionals, study hall and detention paraprofessionals, supplemental para educators, literacy paraprofessionals, career technical paraprofessionals, and health aide paraprofessionals, excluding but not limited to: certified and professional employees, administrators, temporary employees, seasonal employees, secretarial/clerical employees, custodial/maintenance employees, as well as any other non-certified and certified personnel not herein named.

ARTICLE 2- UNION SECURITY

Section A – Rights to Representation

The Board Agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by the laws or Constitution of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or participation in collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in the Agreement are in addition to those provided in the above mentioned Statutes and Constitution.

Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

Section B – Agency Shop

To the extent that the above Laws of the State of Michigan permit, it is agreed that:

1. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of employment, to become members in good standing of the union or shall, as a condition of employment, pay each month a service fee, (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) to the Union which shall not exceed the amount equal to the Union's monthly dues.

2. Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of employment, to become members in good standing of the Union or shall, as a condition of employment, pay each month a service fee, (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) to the Union which shall not exceed the amount equal to the Union's monthly dues.

Section C – Union Dues

1. The Board agrees to deduct from the salaries of employees dues or service fees for the Union, when voluntarily authorized in writing by each employee desirous of having his/her dues deducted. Dues will be deducted from September through the first pay in June.
 - a. The employer agrees to deduct AFSCME/P.E.O.P.L.E. contributions for those individual employees who have signed an authorization card provided by the union agreeing to this contribution.
2. Employees who fail to authorize employee dues or service fees shall be discharged by the employer upon notice from the union. When an employee is discharged under this provision, the parties agree that the board will be held harmless in all regards related to section C.
3. Authorizations, once filed with the Business Office, shall continue in effect until revoked in writing by the employee and filed with the Business Office.
4. Deductions for any calendar month shall be remitted directly to Michigan AFSCME Council 25 with a list for whom dues or service fees have been deducted between the 15th and 30th day of each month. A copy of the list of members paying dues or service fees shall be remitted to the designated financial officer of the union at the same time dues are remitted to AFSCME Council 25.
5. The right to refund to employees monies deducted from their salaries under such authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
6. The Union agrees to indemnify and save the Board harmless against claims or other forms of liability that may arise out of the Board implementation of this Article.

ARTICLE 3 - EFFECT OF AGREEMENT

Section A – Effect of Agreement

The school Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the school Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

Section B - Severability

Should any Article, Section or Clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation such Article, Section or Clause, as the case may be, shall automatically be deleted from this Agreement. The remaining Articles, Sections and Clauses shall remain in full force and effect, to the extent possible for the duration of the Agreement.

Section C – No Strike

The Union and the Board recognize that the cessation or interruption of services by employees is contrary to law and public policy. During the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from her position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment, including the concerted use of paid leave time or sympathy strikes,) for any purpose whatsoever. The Union shall not cause or permit its members to cause, nor shall any member of the Union, take part in any sit down, stay in, slow down, curtailment of services or the interference with the work of the School District for any reason whatsoever, including the concerted use of paid leave time or sympathy strikes.

ARTICLE 4 –BOARD RIGHTS

Section A

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and 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.

Section B

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE 5- GUARANTEE OF RIGHTS

Section A – Discrimination

The parties mutually agree that the provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to religion, race, color, national origin or ancestry, genetics, gender, age, disability, height, weight, marital status, membership in the Union, or members holding office in the Union.

Section B - Employee Responsibility

It is mutually agreed that the educational quality of the school district reflects the ideals, motives, preparation and conduct of its employees. In discharging their work responsibilities, each employee shall be responsible to the appropriate administrator and shall perform all assignments and responsibilities and comply with the policies, rules and regulations, and practices of the Board and the provisions of this Agreement.

It is also recognized and accepted by the parties that the Union and its members are desirous of contributing to the improvement of the level of efficiency in all of the operations with which they are concerned.

Section C - Health Requirements

Where there is reason to believe that an employee is unable to perform the duties of the Employee's position due to physical or mental illness, the employer may require the Employee to submit a medical statement from the Employee's Physician as to whether the Employee can perform the essential functions of the position with or without restrictions. Upon review of the Employee's physician medical statement, the Employer may elect to require the Employee to submit to a medical examination by a physician selected. If a conflict of opinion between the Employee's physician and Employer's physician exists as to whether an Employee may perform the essential functions of the job with or without restrictions, the Employer may require an Employee to submit to an Independent Medical Examination by a third party impartial physician mutually agreed to by the Employer and the Employee. The opinion of the third party impartial physician shall be binding on the Employer and the Employee. The costs of the medical evaluation by the Employee's physician, the Employer's physician and the independent medical physician shall be borne by the Employer. In addition, the Employee shall sign such documents and medical release forms requested by the School District in order to secure from the Employee's physician, hospital, clinic, psychology's, etc., all of his/her pertinent records, related to the above.

Section D - Assault Upon An Employee

Any case of assault upon an employee shall be promptly reported to the Board. For any such assault, which occurs during the performance of official duties and within the scope of Board policy, the Board will advise the employee of her rights and obligations with respect to such assault. The employee may request to have a Union representative present.

ARTICLE 6 – UNION REPRESENTATION

1. Officers of Local 1884.14 shall include a Chapter Chairperson and Chief Steward. Stewards shall be elected or appointed per the Local 1884 constitution.
2. The Board agrees to recognize a bargaining committee comprised of representatives of the bargaining unit. The committee may include a representative from Michigan AFSCME Council # 25.

ARTICLE 7 –UNION BUSINESS

Section A – Use of District Equipment

The Union may use school facilities and equipment; including typewriters, ditto machines, other duplicating equipment normally available to teachers and audiovisual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Union recognizes that all equipment in a building is ultimately the responsibility of the school principal. Union use of school equipment will be permitted provided that:

1. The use is strictly to service the legitimate business of the Union, such as of records, notices, correspondence, etc.
2. The purpose is for internal business use of the Union and is not for public distribution.
3. Supplies, in connection with such equipment use, will be furnished or paid for by the Union.
4. Bargaining Unit employees shall be allowed the use of telephones for emergency, grievance and/or information purposes. The use should be limited in frequency and duration and be carried out in compliance with stated Board Policy regarding telephone usage.

Section B - Union Use of School Facilities

The Union may use available school facilities without charge for union meetings upon securing

the approval of the appropriate administrator.

Section C - Union Use of Inter-School Mail Service

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

ARTICLE 8 – 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 conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.
- B. Special conferences for important matters will be arranged by the chapter chairperson and the employer by mutual consent of the parties. The union may appoint not more than four (4) members and/or council or international representatives 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 union.
- 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 conference.

ARTICLE 9 - GRIEVANCE PROCEDURE

- A. Definition
A grievance is defined as an alleged violation of a specific article or section of this agreement. Any grievance or dispute concerning wages, hours, working conditions which may arise between the parties of this agreement concerning the application, meaning or interpretation of this agreement shall be settled in the following manner, except as otherwise prohibited herein.
- B. Maximum Limits
The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process, especially in the case of discipline. All time limits herein shall consist of working days unless otherwise specified.
- C. Adherence to Time Limits

The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be extended by mutual consent of the parties in writing. In the event that the union or employee fails to appeal a grievance within the time limits stated in this procedure, the grievance shall be deemed abandoned or settled on the basis of the board of education's last written 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. Union Representation

On the "Statement of Grievance" form furnished by the Union, the Employee will indicate whether or not the Employee wants Union representation at the grievance hearings. The Employer agrees to supply all information which the Union requests to process any grievance or complaint.

E. Disciplinary Action

Grievances regarding disciplinary action shall begin at step 2 of the grievance procedure.

F. Grievance Steps

STEP ONE

Within five (5) working days of an incident that forms the basis for a grievance or knowledge thereof, the Union and the Employee will present the grievance to the Employee's 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 an answer verbally to the Employee.

The Employee may have the chief steward and/or chapter chairperson present. The Union must clearly indicate to the administrator whenever a concern is being expressed as a grievance. The statement of grievance on the grievance form shall name the Employee(s) involved, a statement of the facts giving rise to the grievance, identify all the provisions of the agreement alleged to be violated and indicate the relief requested with a copy given to the Union and the grievant at the time of the meeting.

STEP TWO

If the grievance is not resolved in Step One, the Union and/or the Employee must within five (5) working days after receipt of the administrator's answer of the Step One meeting, submit to the Assistant Superintendent of Human Resources a signed, written grievance which includes a "statement of grievance" signed by the individual Employee involved or an officer of the Union. The grievance shall name the Employee(s) involved, a statement of the facts giving rise to the grievance, identify all the provisions of the agreement alleged to be violated, and indicate the relief requested.

A meeting on the alleged grievance shall take place between the grievant, chief steward, chapter chairperson and/or a Council 25 or international representative and the Assistant Superintendent of Human Resources within ten (10) working days after receipt of the written grievance. The Assistant Superintendent of Human Resources shall render a written decision within ten (10) working days of the meeting.

STEP THREE

If the grievance is not resolved at Step Three, it may be submitted to mediation by mutual agreement of the parties within five (5) working days of the decision at Step Two.

STEP FOUR

If the District and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) working days after the decision of the superintendent. The grievance shall be considered submitted to arbitration when written notice is submitted to the superintendent by the union informing the district of the Union's intent to arbitrate the grievance.

AFSCME Council 25 arbitration department shall send a list of ad-hoc arbitrators to the superintendent within sixty (60) working days following submission of the notice to arbitrate to see if the parties can mutually accept an arbitrator.

If the parties are unable to agree to an arbitrator within ten (10) working days of the superintendent's receipt of the list of ad-hoc arbitrators, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

G. AUTHORITY OF THE ARBITRATOR

The arbitrator shall have no power or authority to alter, add to or subtract from the terms of this agreement. Neither the Board nor the Union shall be permitted to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator.

Each party will bear the full cost of its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

All arbitration hearings shall be governed by the rules of the American Arbitration Association.

- H. Binding Agreement: Any written agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by an individual.
- I. Attendance of Grievant: The grievant must be present at any and all grievance hearings, unless it is agreed by both parties to postpone the grievance hearing.
- J. Alternate Grievant Attendee: If the chief steward is unable to attend the grievance hearing as indicated in the grievance steps because of extenuating circumstances, then the chapter chairperson may attend in place of the chief steward.
- K. Grievance Handling During Work Time: It is understood that grievance problems will be handled at times other than when the Employee is at work, whenever possible. If, in the handling of a grievance, it becomes necessary for the steward and/or chapter chairperson to leave work, permission shall first be obtained from the supervisor or principal. The privilege of chief steward or chapter chairperson 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 as possible with as little interruption of work as possible. They must not leave their workstations unattended unless permission has been granted. This privilege will not be abused.
- L. Arbitration Hearing Location: All arbitration hearings shall be held in the school district whenever possible.

ARTICLE 10 - DISCIPLINE

- A. Meeting Due Process
When the Employer deems it necessary to discipline an Employee, the Employer shall inform the Employee and the Union of the allegation in writing in advance of a due process meeting. The Employee may request Union representation. Employees who opt not to have Union representation shall sign a waiver of representation prior to any due process meeting. In the event an Employee opts not to have Union representation and refuses to sign the waiver, Union representation will be provided. The disciplined Employee will be allowed to discuss the disciplinary action with the chief steward and chapter chairperson in a private conference room on the Employer's property.
- B. Proper Subject for Grievance
If the Employee or Union representative believes the disciplinary action to be improper, the Employee or Union must file a written grievance, which will automatically begin at Step 2 of the grievance procedure and will be subject to the provisions of the grievance procedure.
- C. Just Cause - The Parties recognize that in the interest of efficient operations of the school district, the employer has the right to discipline and discharge Employees for just cause.

ARTICLE 11 – SENIORITY

Section A - Probation

All new personnel shall serve a sixty (60) consecutive workday probationary period. If the probation period is not completed by the end of the school year, the time remaining for its completion shall be served during the next school year. If the probation period is to be extended beyond sixty (60) days, the employee and union will be notified in writing. A probationary Employee cannot vacate their position until the Employee has satisfactorily completed the probation period.

New employees, while in their probationary period, may be disciplined or terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement. However, during their probationary period, the Board shall have sole discretion in matters of termination and discipline of such employees and no protest may be entered against termination and discipline during said probation period.

Section B - Seniority Dates and Seniority Lists

1. The seniority of all employees on the seniority list shall commence with the date of permanent hire in the bargaining unit. Each year of service shall be credited as one (1) full year on the seniority list.
2. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to last name at time of hire. As of May 15, 2012 any Employee hired on the same date a seniority lottery draw will be done to determine seniority order. The lower the number the higher on the seniority list the Employee is. The Union will be provided with a list of new hires with locations, terminations and other changes as they occur.
3. The Union shall be furnished a current seniority list no later than October 15 and April 15 of each School year and on other occasions as appropriate. That list shall contain employee name, date of hire within the Bargaining unit, District seniority date, classification seniority date(s), current classification(s), and current locations(s).
4. A listing of Personnel Transactions for all bargaining unit employees will be provided monthly to the Officer designated by the Union.

Section C - Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If the employee is absent for three (3) consecutive working days without notifying the employer.
4. Any Employee not on an approved leave of absence who is absent more than five (5) unpaid work days per year shall have their seniority date adjusted by the number of calendar days in excess of the five (5) days per year that they are absent without pay.
5. If the employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein.
6. If the employee overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School District and/or fails to give explanation satisfactory to the School District.
7. If the employee is on layoff for a period of one (1) year from date of layoff.
8. If the employee gives false reasons for a Leave of Absence or engages in any other employment during such leave without the permission of the employer.
9. A false material statement or representation made in his/her employment application if discovered in the first five (5) years of employment.
10. Upon return to work from a general leave the employee's seniority date will be adjusted by deducting the total workdays from their last day worked to the effective date of their return.

Section D - Protected Seniority

The chapter chairperson and the chief steward shall be protected against layoff during their term of office. In the case of the classification being eliminated, in which one or both of the protected officers hold a position, the affected officer(s) may bump a more senior member providing the officer(s) have met the qualifications for the position as outlined in the job description.

ARTICLE 12 - HOURS OF WORK

Section A – Work Year

The normal work year for employees shall be the days (or half days) that students are present in school. However, some employees may be required by the appropriate administrator to work on days (or half days) when students are not in attendance. If an employee feels there are tasks

to perform on days (or half days) that students are not in school, they shall seek the approval of the appropriate administrator. If such work is approved, the employee will be scheduled accordingly.

Section B --Lunch Period Full-time six (6) through eight (8) hour members of the Bargaining Unit shall be entitled to an unpaid, duty free, lunch period of one-half (1/2) hour.

Section C - Overtime Overtime at one and one-half (1-1/2) times the employee's hourly rate will be paid for all time worked over eight (8) hours per day and forty (40) hours Monday through Saturday.

Section D - Loss Of Time Employees who are working a scheduled shift but then are sent home because of no work, will be paid for the amount of time actually worked but in no case less than two (2) hours. If an Employee is notified prior to the beginning of their shift that they will not be needed they will not be paid.

Section E - Inclement Weather, Other Conditions

In the event school is closed due to unavoidable conditions such as severe weather, breakdown of equipment, or when otherwise prevented by an Act of God, employees covered by the terms of this Agreement who are scheduled to work may not be required to report to work. Any days schools are closed due to this paragraph, employees shall not suffer a loss pay day for the scheduled day(s). Supervisors retain the right to request employees to report for work. Those who report at the request of their supervisors, shall receive compensable time off within the pay period or as determined by the supervisor. In the event a school or building is closed during the day due to unavoidable conditions and employees are dismissed early, they shall not have the loss of time charged against their regular pay or leave days. The decision to close schools or buildings due to unavoidable conditions shall be the Superintendent's sole discretion.

In the event the District must schedule additional days of student instruction as make up days, Bargaining Unit employees-will be scheduled to work without additional compensation.

ARTICLE 13- VACANCIES AND TEMPORARY ASSIGNMENTS

Section A - Vacancies

1. **Postings and Bidding**

Vacancies will be posted for a period of five (5) working days. An electronic announcement will be given to employees that vacancies have been posted on the district employment webpage through the district email. Each posting will set forth the position, including the work area, classification, location and number of hours to be worked and will define the qualifications required for the position.

Interested employees shall apply by submitting the appropriate Human Resources form

with a detailed resume if applicable. The form must be received by the Human Resources department no later than the date and time indicated on the posting.

2. Filling Vacancies

a. Promotion

- (1) Promotion is a change of positions to a classification with a higher pay grade.
- (2) The employer shall exercise its discretion as to the feasibility of honoring any or all promotion requests.
- (3) Promotions to positions within the bargaining unit will be made on the basis of qualifications. Seniority shall be the determining factor for selecting from among candidates considered equally qualified for the position by the employer.

b. Lateral Transfers

A lateral transfer is a change within a pay grade to the same job classification. Seniority shall be the basis for selection.

c. Transfer

A transfer is a change within a pay grade where there may be an increase/decrease in compensation due to hours or days. The employee seeking the job transfer must meet the qualifications in the job description. If two or more applicants meet the qualifications in the job description, then the selection for the position will be awarded to the most-senior candidate.

d. Demotion

- (1) Demotion is defined as a movement by an employee to a position in a lower pay grade than the one in which the employee is currently employed with a lower rate of pay.
- (2) Employees must meet the qualifications in the job description. The position shall be awarded to the most senior Employee when qualifications are equal.
- (3) Any Employee moving to a lower pay grade shall be paid on a step of the lower pay grade that is at an hourly rate closest to the Employee's current hourly rate of the step the employee is assigned in the higher classification.

- e. Promotion Rate of Pay
When an Employee is promoted to a higher pay grade, their initial new pay rate will be at the next highest wage amount in the new pay grade. The increase shall not reflect an increase in pay less than \$.05 per hour.
- f. Vacancy to Higher Position
When an Employee is promoted and movement has not been made within ten (10) consecutive workdays the employee will be paid the higher rate.

3. Trial Period

- a. Employees placed in a new position (promotion, transfers, demotion) shall be required to satisfactorily complete a trial period of sixty (60) working days. When an employee has been selected from bidding for promotion, transfer or voluntary demoting, said employee shall begin a sixty (60) work day trial period. In the event he/she is unable to perform the duties of the new job to his/her immediate supervisor's satisfaction he/she shall be removed and returned to his/her former position and location. The vacancy shall then be filled keeping in mind the best interests of the educational program and the school system.
 - 1. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
 - 2. Trial periods may be extended upon mutual agreement between Union and the Employer.
 - 3. Only after satisfactorily completing the trial period, the Employee will assume the new job classification for the purpose of movement.
 - 4. If an Employee is returned to the Employee's previous classification within the trial period, the Employee shall be placed on the Employee's original salary step.
 - 5. During the trial period, an Employee shall have an opportunity to revert back to the employee's former position within thirty (30) calendar days or beyond that time if the position is available. Such an Employee cannot bid on additional postings for one (1) year.

Section B - Performance Evaluation

One written evaluation will be made by the employee's immediate supervisor at the end of the probationary period, at the end of the first year of employment and every other year thereafter. Both the employee and the supervisor shall sign the evaluation. Signing of the evaluation form

by the employee does not necessarily denote agreement with the evaluation.

Section C - Temporary Assignments

1. Day-To-Day Temporary Assignments - An Employee with a regular assignment may be assigned to be used as a temporary Employee under the following provisions:
 - a. Employees must meet the qualifications of the position as outlined in the job description of the assignment.
 - b. Such assignments may be in addition to their regularly scheduled workday.
 - c. Hours worked in temporary assignments will not be allowed to work more than forty (40) hours Monday through Sunday.
 - d. Temporary employees will not be entitled to additional benefits based on the additional hours of work i.e. Sick day accumulation, longevity and holiday pay.
 - e. Temporary assignments will first be offered on a rotating basis within the building where the assignment exists. The building shall establish a rotation list the first week of school beginning with the most senior paraprofessional/monitor. New employees to the building shall be placed on the list where the Employee's seniority places the employee. If all paraprofessionals/lunch monitors who work in the building decline or are ineligible to work the temporary assignment then the temporary position may be offered to bargaining unit members outside the building or filled with a substitute.
2. Long-Term Temporary Assignments
 - a. Long-term assignments shall be any assignment lasting ten (10) consecutive days or more.
 - b. Long-term temporary assignments shall be posted to the bargaining unit for three (3) workdays. The posting will list the pay grade level, scheduled hours and qualifications per the job description.
 - c. Temporary employees will not be entitled to additional benefits based on the additional hours of work i.e. sick day accumulation, longevity and holiday pay.

Section D – Working Out Of Class

If administration determines to use bargaining unit members in the absence of another bargaining unit member or for a vacancy, members will be paid at the pay grade of the absent member at the step that provides an increase of at least five cents (\$.05) after three (3) days of

work, consecutive or non-consecutive, within the same fiscal year when the member is performing the work of the absent bargaining unit member or the vacancy. Payment for any hours worked out of class will be paid in a lump sum to the employee in the Employee's last paycheck of the fiscal year.

Section E -Extra Time

Oversized classroom – when a class size increases and creates the need for additional temporary hours for a classroom paraprofessional, selection will be made on a rotation basis considering seniority and qualifications within the building. If an employee is offered extra time and refuses it they will be placed at the end of the building rotation list.

When an enrollment decrease causes the loss of oversized classroom paraprofessional hours for a seniority person, and subsequently, additional hours become available within five (5) working days of that person's reduction, those new hours will be assigned to that person.

Employees accepting additional classroom paraprofessional hours, without a posting, will not be allowed to bump for hours if the additional hours are reduced.

Section F - Involuntary Transfer

- a. Employees normally assigned to specific locations may expect to continue such assignments except in instances where the School Administration determines that reassignments are required to fulfill the objective of overall efficiency of operations.
- b. An employee who is reassigned will suffer no loss of pay. Temporary assignments will take place after prior discussion with the affected employee and the Union.
- c. Involuntary Reassignments (Permanent)

Involuntary reassignment, including demotion, shall not take place without prior discussion with the affected employee and the Union.

Section G – New Positions

The School Board will have the right to establish new positions in the Bargaining Unit as may be required. Administration shall notify the Union upon the creation of such position.

ARTICLE 14 – REDUCTION OF WORK, LAYOFF, BUMPING AND RECALL

Definitions:

Displaced is an Employee whose compensation is reduced.

Laid-off is an Employee who is not actively employed in a position in the bargaining unit.

A. Reduction of Work/Layoff

1. If it becomes necessary for the board to reduce the work by job elimination or hours of work, the employer shall identify the positions to be eliminated or reduced and notify the least-senior employee in the affected job classification by U.S. mail and electronic mail. The Employer shall eliminate all substitute workers, temporary employment assignments, and layoff probationary employees. For purposes of bumping, the Employee's permanent job classification and hours will only be considered. All vacant positions created by resignations/retirements/terminations will be posted and filled after the bumping meeting.
2. Union and the Employer shall meet to discuss the bumping process prior to the mandatory bumping meeting.

B. Bumping Meeting

1. Affected employees will have notices sent by electronic mail at least fourteen (14) calendar days in advance of bumping meeting.
2. All employees not scheduled to work will be paid at the Employee's hourly rate when attending a meeting for the purpose of bumping due to a reduction. If the Employee is unable to attend the mandatory meeting, the Employee is required to notify the Human Resources department in writing with a contact telephone number prior to the start of the bumping meeting. Human Resources will accept a contact telephone number where the Employee can be reached during the bumping meeting.
3. The Employee who does not attend the mandatory meeting and fails to notify the Human Resources department in writing of the Employee's inability to attend and does not provide a contact telephone number prior to the start of the bumping meeting, will be considered as having resigned the employee's employment from the school district. Any Employee who leaves the mandatory meeting prior to exercising the Employee's right to bump, will be considered to have resigned employment with the school district.

C. Bumping

1. The most-senior person in a job classification that is impacted by the board approved position eliminations/reductions will begin the bumping process by bumping into a position currently held by an Employee with the least district-wide seniority within the job classification where the reduction or elimination occurs closest to the Employee's current hours per day. No Employee will be allowed to exercise a bump to replace another employee whose hours per day are greater than the affected Employee.

If there are no positions within the affected pay grade, the Employee will continue the bumping process to a job classification closest to but not exceeding the affected Employee's hours per day in the employee's permanent job classification or pay grade for which the employee meets the qualifications in the job description until all such options are exhausted.

If the affected Employee exhausts all possibilities and there are no positions remaining, the Employee shall be laid off. If the laid-off Employee fails to exercise his/her right to bump, the Employee shall be considered as having resigned his/her employment from the school district.

2. Any Employee who assumes a new job assignment due to the lay-off procedure will be placed on a salary step that will provide him/her an amount of pay that is nearest to what the employee earned previously
3. Affected Employees to be laid off will have notices sent to the Employee at the Employee's last known address on file with the district by express mail at least fourteen (14) calendar days in advance of lay off.

D. Recall

1. The Employee displaced or laid-off will be recalled to vacancies for which the employee meets the qualifications in the job description in reverse order of the lay off. An Employee displaced or laid-off through the procedure shall be maintained on a recall list for a period of five (5) consecutive years from date of being displaced or laid-off and shall be recalled in reverse order of the lay-off.
2. If a displaced or laid-off Employee refuses recall to a position that is less hours/pay grade than the position from which the Employee was displaced or laid-off, then the Employee will remain on the recall list.
3. If a displaced Employee refuses recall to a position for which the Employee meets the qualifications of the job description that is at the same hours/pay grade as the position from which the Employee was displaced, then the Employee will be removed from the recall list and remain in the current job classification.
4. If a laid-off Employee refuses recall to a position for which the Employee meets the qualifications of the job description with the same hours/pay grade, that Employee will be considered as having resigned employment with the school district.
5. Bargaining unit positions shall be posted that remain unfilled after all the assignments and reassignments are made.
6. If an Employee on recall bids for and is awarded a posted vacancy as a permanent position, the Employee will be removed from the recall list.

7. Notice of recall to a laid-off Employee shall be sent to the Employee at the Employee's last known address on file with the district by express mail. The laid-off Employee who is recalled is to confirm with the Human Resources department in writing no later than five (5) business days prior to the return to work date of the Employee's intention to return. If an Employee fails to confirm the Employee's return in writing and report for work on the date indicated in the notice, the Employee shall be considered as having resigned employment.

ARTICLE 15 - COMPENSATION

Section A – Salary Schedule

The schedules of wages and classifications of employees covered by this Agreement are set forth in this Agreement.

1. Full-time employees shall select one of the following pay options:
 - (a) 24 pays
 - (b) 19 pays

Section B –MPSEERS Retirement

The Board will pay its share of retirement contributions for its employees that are mandated by State Law Act 244, P.A. 1974 of the Laws of Michigan (this does not include employees' voluntary contributions).

Section C - Longevity

Longevity pay shall be paid to all seniority employees in this unit according to the following schedule providing their services have been on a continuous basis with the Chippewa Valley Schools.

After 8 years continuous service	\$150
“ 10 “ “ “	\$200
“ 15 “ “ “	\$250
“ 20 “ “ “	\$300

1. The Board of Education will provide longevity pay for all employees based on the length of their workday prorated by hours per day (average of weekly hours) the employee works, calculated on an eight 8 hour workday.
2. Longevity payments shall be made once a year. Payments shall be made on the next normally scheduled pay period following the employee's anniversary date (original date of hire within the bargaining unit).

ARTICLE 16 - LEAVES OF ABSENCE

Section A - Definition

Pay for leave time will be provided in order to protect the employee's income during periods of unavoidable illness or disability. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

Upon successful completion of the probationary period, leave time will be granted and accumulated by employees.

Section B- Leave Day Accumulation

Each employee shall be entitled to sick leave accumulations at the rate of:

Full time employees	1 day per month
Part-time employees	.5 day per month

based on the number of hours per workday (average weekly hours). Unused sick leave left at the end of the school year shall be accumulated to a maximum of nine hundred sixty hours (960).

Credit will be earned only for those months in which an employee receives pay for majority of the scheduled working days of that month.

Section C - Chargeable Leave Days

Leave days may be used for personal or family illness, bereavement, emergencies, and personal business. For all absences the employee is required to notify the district call in system upon first knowledge of the necessity for the absence, per district absence guidelines. It is agreed the use of leave days will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. **Personal Illness:** Accumulated sick time may be used for a valid illness of the employee. Employee(s) may be required to provide a physician's certificate. A physician's statement will be required if the absence lasts three (3) consecutive days or more. All personal illness days are chargeable against the employee's sick bank accumulation.
2. **Family Illness:** Accumulated sick time may be used for the illness of an employee's spouse, children, or parents. All family illness days are chargeable against the employee's sick bank accumulation.

Employee(s) may be required to provide a physician's certificate. A physician's statement will be required if the absence lasts three (3) consecutive days or more. All personal illness days are chargeable against the employee's sick bank accumulation.

3. **Personal Business:** Ten (10) days shall be allowed for any business at the employee's discretion. A maximum of three (3) personal business days may be used consecutively without the approval of the Superintendent. Seven calendar days advance notice must be given by submitting the request using AESOP reporting. Emergency personal business requested less than seven (7) calendar days advance requires a reason for the emergency approval of the superintendent/designee. These days may not be used the day before or the day after a holiday or the first or the last week of school, without the approval of the superintendent/designee.

Personal business days are chargeable against the employee's sick leave accumulation.

The superintendent/designee on a case-by-case basis, may consider exceptions for the use of personal business days in excess of three (3) consecutive days for pleasure trips or vacation.

Section D – Non-Chargeable Leave Days

1. **Bereavement:** A maximum of five (5) days when necessary for the purpose of making arrangements for and attending the funeral of a person in the employee's immediate family defined as: spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, step-relations as described herein as immediate family and persons living and making his/her home in the Employee's household. These days are not to be charged against an employee's sick leave accumulation. A maximum of one (1) day will be granted to attend the funeral of a niece, nephew, uncle, aunt, first cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. Exceptions for the use of bereavement days other than in a consecutive and continuous manner immediately following the death of an immediate family member may be considered on a case-by-case basis subject to approval by the Superintendent/designee.
2. **Worker's Compensation:** If an Employee is injured while at work, the Employer shall follow the guidelines of the Michigan Worker's Compensation statute. If the Employee qualifies for and receives worker's compensation wage-loss benefits, the Employee's wage-loss compensation, shall be supplemented with an amount sufficient to maintain the Employee's regular salary for a period not to exceed the Employee's sick leave accrual. The sick accrual will be charged only for that fractural portion in excess of the compensation payment verified by the workers compensation carrier.
3. **Jury Duty:** When an Employee is called for Jury Duty, the Employer shall pay any seniority Employee called for Jury Duty 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 receives 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 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.

4. **Communicable Diseases:** A school building Employee absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, lice or pink eye, shall suffer no loss of compensation for a maximum of three (3) days if contracted from school related work.

Section E - Leaves of Absence

1. LEAVE PROCEDURES

- a. Employees requesting a leave must give the Human Resources Department no less than fourteen (14) calendar days notice prior to their projected leave start date, except in emergencies. At time of requesting a leave the Employee must also indicate a projected return to work date.
- b. The position held by an Employee who is granted a leave of absence will be filled in accordance to the temporary assignment language in Article 13-Vacancies and Temporary Assignments-Section C. Employees filling the temporary assignment must meet the qualifications of the positions as outlined in the job description of the assignment.
- c. If the Employee returns to work within one (1) calendar year from the last day worked, they will return to the position held on their last day worked. If the Employee's leave extends beyond one calendar year or his/her position is filled permanently from their last day worked, their original position is not guaranteed and they could be returned to a vacant position in the job classification they previously held for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation.
- d. If the Employee's return to work date changes from the Employee's original request for leave they must notify the Human Resources department of the change. At least seven (7) calendar days notice must be given prior to the initial projected return to work date for non-medical leave requests.
- e. Failure to provide notice of intent to return to work as provided herein, and/or to return to work as scheduled, will release the School District of any further responsibility for re-employment of the employee and shall act as a conclusive presumption that the employee has resigned.

2. GENERAL LEAVE - UNPAID

- (a.) An unpaid General Leave of Absence may not exceed one (1) calendar year. Such request must be in writing to the Human Resources Department. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent/Designee.

- (b.) Such leaves may be granted for Education, personal or other individual circumstances.
- (c.) While the employee is on General Leave, there shall be no accumulation of seniority and no advancement on the pay schedule. Upon return to work, the employee's seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
- (d.) The district will discontinue all wages and benefits for the duration of a general leave of absence except that the employee may make arrangements to pay the premium for life and health insurance at the prevailing group rate if allowable.

3. **MEDICAL LEAVE**

- (a.) Employees who due to personal illness are unable to work will be placed on medical leave, after being absent from work for three (3) or more consecutive days, starting with their first working day of absence, provided they substantiate the medical condition with a physician statement. An Employee who is on medical leave of absence using sick accrual or without pay shall continue to accumulate seniority for up to one (1) calendar year.
- (b.) Employees on Medical Leave shall exhaust their accumulated Sick Days for payment beginning with the first day of absence. Sick days that may be accrued while an Employee is on leave will be held upon the Employee's return to work.
- (c.) Employees returning from a Medical Disability Leave are required to provide a release from their Attending Physician to the Human Resources department prior to the employee's return, listing what if any work restrictions. The District may require a return to work physical examination at the Employer's expense and by the Employer's physician, according to the guidelines set forth in Article 5 Section C –Health Requirements.

4. **FAMILY CARE**

- (a.) If an Employee's immediate family member (spouse, child, or parent) has a serious health condition or if the employee needs to care for her/his child after birth, or placement for adoption or foster care may take a family care leave, provided a medical note is provided after being absent from work for three (3) or more consecutive days. A family care leave can be approved for up to 12 weeks for intermittent or consecutive leave days without the loss of seniority.

5. **MILITARY LEAVE**

(a.) A leave of absence for military service will follow rules and regulations as outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

6. **UNION BUSINESS LEAVE**

(a.) An employee elected or appointed to a position affiliated with the Union which removes the employee from employment in the District, will, upon written request from the Union, be granted a Leave of Absence for Union Business for a period of one (1) calendar year or for the term of the position whichever is shorter.

(b.) All wages and benefits will be discontinued for the duration of a Leave of Absence for Union Business.

(c.) Employees on a Leave of Absence for Union Business will not accrue seniority while they are on leave.

7. **UNION RELEASE TIME**

(a.) Upon prior approval by Superintendent/Designee, leave for a maximum of fourteen (14) days per year may be granted to the Union for the purpose of attending Union conventions or conferences. Unused days will not accrue from year to year. Notice must be given to the Human Resources Department at least five (5) days in advance.

Section F – Advance On Pay Scale

Any employee(s) granted a Leave of Absence at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless more than fifty-percent (50%) of their work year was worked. Individual(s) taking leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.

ARTICLE 17 - HOLIDAYS

Section A

The following days shall be celebrated as paid holidays:

Thanksgiving Day

Christmas Eve

Christmas Day

One Additional Christmas Break Day

New Year's Day

Mid-Winter Break (2 days)

Good Friday

Spring Break Days (2 days)

Section B - Holiday Definition

When one of the above holidays fall on Sunday, then Monday, shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday will be deemed the holiday.

If any of these holidays fall on a scheduled school day, the employer and union shall meet to reschedule said holiday.

Section C - Holiday Pay

In order to qualify for the holiday pay, an employee must have completed probation and must have worked the last regular scheduled work day before and the first regular scheduled work day after each holiday. An employee who has been off the days before or after a holiday due to personal illness or who is on approved compensable leave, shall have these days counted as days worked.

ARTICLE 18- INSURANCE

Section A - Medical, Dental, Optical

Preventive care, hospital and surgical insurance benefits (Blue Cross/Blue Shield Community Blue PPO Plan 2 Program) with \$100/\$200 deductible and a \$15/\$30/\$50 RX fixed dollar co-pay (refer to attached benefits-at-a-glance). Dental Classes 5 and 6; Vision Plan 4 benefits and Supplemental Life Insurance will be made available during an open enrollment period, effective October 1, 2012 for members of the bargaining unit to purchase at his/her own cost, subject to the rules and regulations of the carrier.

Section B - Life Insurance

The Board will provide each Employee working six (6) or more hours per day, upon proper application, life insurance on a group basis in the amount of \$8,000. Employees working four (4) or more hours, but less than six (6) hours are eligible for group life insurance in the amount of \$5,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits, and all other aspects of coverage.

An Employee may elect to retire in accordance with the provisions of the Michigan Public School Employee Retirement Act. Employees may elect to purchase life insurance at group rates subject to the provisions of the carrier.

Section C - Coverage

Insurance coverage will be provided based upon the scheduled number of hours effective the first day of school each school year. Individual coverage will not be increased during the school year based upon an increase in hours unless a person transfers or is promoted to a new position.

ARTICLE 19 – ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Board and the Union and supersedes all prior Agreements between the Parties and shall become of full force and effect from July 1, 2011 and shall continue in full force and effect until midnight, June 30, 2013 and from year to year thereafter unless either party hereto shall give the other party at least thirty (30) 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.

“An Emergency Manager appointed under the local government and school district fiscal accountability act shall be permitted to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.”

ARTICLE 20- WAGES AND CLASSIFICATIONS

SECTION A - PAY GRADE DEFINITION

PAY GRADE I

Crossing Guard
Lunchroom Monitor
Pre-School Paraprofessional
Early Childhood Paraprofessional
Classroom Paraprofessional
Locker Room Monitor

PAY GRADE II

Hall Monitor

PAY GRADE III

Adult Education Paraprofessional
Special Education Paraprofessional
In-School Suspension Paraprofessional
Study Hall and Detention Paraprofessional

PAY GRADE IV

Career Technical Paraprofessional
Health Aide Paraprofessional

PAY GRADE V

Supplemental Para Educator
Literacy Paraprofessional

SECTION B - WAGE ADMINISTRATION

1. All employees will receive step increases each year on the employee's permanent hire date in the bargaining unit or anniversary date of a change in pay grade due to a voluntary promotion or demotion whichever happens last.
2. A 457 Plan will be available for eligible employees.

ARTICLE 21- DURATION OF AGREEMENT

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 13th day of June, 2011.

**CHIPPEWA VALLEY PARAPROFESSIONALS
AND MONITORS - AFSCME**

**CHIPPEWA VALLEY BOARD
OF EDUCATION**

**MEMBERS OF AFSCME
NEGOTIATING TEAM**

**MEMBERS OF DISTRICT
NEGOTIATING TEAM**

By: Lynn C. Hyndshaw
Chairperson, Negotiating Team 7/9/12

By: George J. Doherty
President, Board of Education

By: Reenie Surrice
Council Representative

By: Tammie Reynolds
Secretary, Board of Education

By: Laurie A. Massey
Negotiating Team 7/2/12

By: _____
Chairperson, Negotiating Team

By: Rita Vecchio
Negotiating Team

By: Bill Shuck
Superintendent


By: Ron Seipel
Negotiating Team

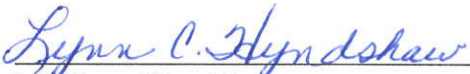
By: _____
Negotiating Team


LETTER OF AGREEMENT
Between
CHIPPEWA VALLEY SCHOOLS (CVS)
And
CHIPPEWA VALLEY CHAPTER 1884, PARAPROFESSIONALS AND MONITORS COUNCIL
25 AFSCME (AFSCME)

The following is agreed to by the parties hereto effective July 1, 2011 through June 30, 2013:

1. Step Increases: Effective July 1, 2011 Employees will not be provided a step increase and will remain on the same step on the salary schedule they are assigned in 2010-11. Effective July 1, 2012, Employees will move to the next step on the salary schedule. Employees will not receive payment for the step movement in the 2012-13 school year and will remain on the same rate of pay they were assigned in 2010-11.
2. If during the 2011-12 and 2012-13 fiscal years the annual audit shows revenue exceeding expenses the Union and the Employer will meet to discuss how to pay out an off-schedule lump sum payment.

 7-16-12
_____ Date
Dr. Michael Reeber
Assistant Superintendent Human Resources

 7/9/12
_____ Date
Ms. Lynn Hyndshaw
Chapter Chairperson Paraprofessional/Monitors

 7/16/12
_____ Date
Ms. Kathie Sherrill
AFSCME, Council 25



nCommunity BlueSM PPO
Benefits-at-a-Glance for Chippewa Valley Schools
68457/004

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$100 for one member, \$200 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$10 copay for office visits • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 30% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays	\$500 for one member, \$1,000 for two or more members each calendar year	\$1,500 for one member, \$3,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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In-network

Out-of-network *

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year	
Colonoscopy – routine or medically necessary	100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible
	One per member per calendar year	

Physician office services

Office visits	\$10 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	90% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations	\$10 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care visits	\$10 copay per office visit	70% after out-of-network deductible, must be medically necessary

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	In-network	Out-of-network *
Emergency medical care		
Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible
Diagnostic services		
Laboratory and pathology services	90% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	70% after out-of-network deductible
Maternity services provided by a physician		
Prenatal and postnatal care	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Delivery and nursery care	90% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Inpatient consultations	90% after in-network deductible	70% after out-of-network deductible
Chemotherapy	90% after in-network deductible	70% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible	90% after in-network deductible Limited to a maximum of 120 days per member per calendar year
Hospice care	100% (no deductible or copay)	100% (no deductible or copay) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	70% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	70% after out-of-network deductible

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	In-network	Out-of-network *
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Experimental and bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	70% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	90% after in-network deductible	90% after in-network deductible, in participating facilities only
	90% after in-network deductible **	70% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	90% after in-network deductible **	70% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

** Effective 1/1/2011, mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.

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In-network

Out-of-network *

Other covered services

Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	70% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	70% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% (no deductible or copay) Limited to a combined maximum of 24 visits per member per calendar year	70% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible Limited to a combined maximum of 60 visits per member per calendar year	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible
Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices Rider PD-CM, prescription contraceptive medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and intrauterine devices, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered). Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.	

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**Blue Preferred[®] Rx Prescription Drug Coverage
with \$15 Generic / \$30 Formulary Brand / \$50 Nonformulary
Brand Triple-Tier Copay
Benefits-at-a-Glance for Chippewa Valley Schools
68457/004**

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Specialty Drugs – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

	Network pharmacy	Non-network pharmacy
Member's responsibility (copays)		
Tier 1 – Generic or prescribed over-the-counter drugs	\$15 copay	\$15 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Tier 2 – Formulary brand-name prescription drugs	\$30 copay	\$30 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Tier 3 – Nonformulary brand-name prescription drugs	\$50 copay	\$50 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> • \$15 copay for Tier 1 (generic) drugs • \$30 copay for Tier 2 (formulary brand) drugs • \$50 copay for Tier 3 (nonformulary brand) drugs 	No coverage

Covered services		
FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

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**CHIPPEWA VALLEY SCHOOLS
PARAPROFESSIONAL/MONITORS SALARY SCHEDULE**

.1 Alternative Wage Schedule

2011-2013

(Reduced by 4% over 2010/11 schedule)

PAY GRADE	JOB CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Crossing Guard Classroom Parapro Locker Room Monitor Lunchroom Monitor Preschool Parapro	8.27	10.60	10.75	10.80	10.92	11.07		
1.1	Crossing Guard Classroom Parapro Locker Room Monitor Lunchroom Monitor Preschool Parapro	8.27	8.66	9.06	9.47	9.87	10.27	10.67	11.07
2	Hall Monitor	8.32	10.70	10.83	10.89	10.97	11.16		
2.1	Hall Monitor	8.32	8.73	9.13	9.54	9.94	10.35	10.75	11.16
3	Adult Ed Parapro Special Ed Parapro In-School Suspension Parapro Study Hall/Detention Parapro	9.32	11.96	12.09	12.14	12.25	12.43		
3.1	Adult Ed Parapro Special Ed Parapro In-School Suspension Parapro Study Hall/Detention Parapro	9.32	9.77	10.21	10.66	11.10	11.55	11.98	12.43
4	Career Tech Parapro Health Care Parapro	9.39	12.06	12.19	12.27	12.36	12.58		
4.1	Career Tech Parapro Health Care Parapro	9.39	9.85	10.30	10.76	11.21	11.67	12.12	12.58
5	Title I Parapro Supplemental Reading Parapro Bi-lingual Parapro	9.46	12.15	12.40	12.58	13.37	14.84		
5.1	Title I Parapro Supplemental Reading Parapro Bi-lingual Parapro	9.46	10.22	10.99	11.76	12.53	13.30	14.07	14.84

-New Employees start at 77.5% of the Step I Wage Rate which is the Step 0