



# CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue  
Clinton Twp., MI 48038

## MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS  
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY  
SUPPORT PERSONNEL ASSOCIATION  
C.V.S.P.A.

CUSTODIAL/MAINTENANCE/GROUNDS  
TRANSPORTATION AND CAFETERIA EMPLOYEES

**2018-2019**

**2019-2020**

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## **PREAMBLE**

This Agreement entered into this 18th day of June, 2018 between the Chippewa Valley Board of Education, hereinafter referred to as the "Employer" and the Chippewa Valley Support Personnel Association, MEA/NEA (CVSPA), hereinafter referred to as the "Association." All terms and conditions of employment specified in this contract apply only to those members of the Association that are employees of the Chippewa Valley Board of Education.

## **PURPOSE AND INTENT**

The purpose of this Agreement is to assure adequate and dependable custodial, maintenance, transportation, cafeteria, and warehousing services to the Chippewa Valley School District, to set forth terms and conditions of employment, to promote orderly and peaceful labor relations, to protect the interest of the public, the employees, and the Board of Education.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. In consideration of the following mutual covenants, it is hereby agreed as follows:



## ARTICLE 1 - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units herein described. The bargaining unit includes the following permanent, full-time and part-time employees, Custodial Leader, Custodian, Custodian II, Elementary Head Custodian, Middle School Head Custodian, High School Head Custodian, Skilled Maintenance, Skilled and General Maintenance Leader, General Maintenance, Grounds Mechanic, Grounds Leader, Grounds II, Groundsman, Grounds/Custodian, Head Custodian/Warehouse, Warehouse Helper, Laborer, Head Mechanic, Mechanic, Bus Drivers, Central Kitchen Coordinator, Central Kitchen Assistant, High School Lead Server, Middle School Lead Server, Elementary School Lead Server, Food Service Helper and Food Handler/Custodian, excluding but not limited to: Supervisors, Coordinators, Directors, Substitutes, seasonal and any other temporary or part-time employee(s), as well as any other non-certified and certified personnel not herein named.
- B. The Parties mutually recognize that the Employer's nature of the operations of a public school district necessitates that certain positions be for less than a full twelve month period each year and further, that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees such as outside employees, and finally, in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day to day basis. To distinguish these various positions, the following definitions are agreed upon.
1. Seasonal and Temporary Employees - All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this Agreement. They shall be compensated on an hourly basis which shall be determined by the Employer. Special non-recurring projects shall include but not be limited to Acts of God, disasters, and situations of emergency, etc. This is an employee(s) who provides services when help is required and said job assignment or position is not of a permanent nature.
  2. Substitute Employee - A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.  
  
An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time or permanent, part-time employee during their absence, because of illness or while on leaves or vacation, or for a job which is of limited duration, etc., shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts.
  3. Permanent Full-time Employee - A "full-time" employee as described herein is defined as someone who works at least ten months per year for the employer at eight (8) hours per day, five days per week on a permanent basis.
  4. Permanent Part-time Employee - Part-time employees shall be defined to mean those who work less than eight (8) hours per day on a permanent basis.

## **RECOGNITION- Cont'd.**

5. **Regular Employees**- Employee(s) who work on a regular permanent assignment on a ten (10) or twelve (12) month basis (e.g. bus drivers, custodians and cafeteria, etc.).
  6. **Student Employees** - It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this agreement entered into between the Parties do not apply to these temporary student employees.
- C. The term "Employee" when used herein shall refer to Employees included in the bargaining unit as set forth in the paragraphs above and references to male Employees shall include female Employees.
- D. The term "Board" when used herein shall refer to the Chippewa Valley Board of Education.
- E. The term "Employer" or "Administrator" when used herein shall refer to Central Office Administrators, Principals, Assistant Principals, Directors, Supervisory or any other Administrative personnel who may be authorized by the Superintendent or the Board of Education.

## **ARTICLE 2- ASSOCIATION DUES**

Per Public Act 53 of 2012, The CVSPA is solely responsible for the collection of Association Membership Dues for employees who choose to be an Association member.

## **ARTICLE 3 - REPRESENTATION**

- A. There shall be four (4) representation departments within the bargaining unit consisting of:
1. **Custodial - Three (3) Representatives**
    - a. Custodian
    - b. Elementary Head Custodian
    - c. Middle School Head Custodian
    - d. High School Head Custodian
    - e. Warehouse/Head Custodian
    - f. Warehouse Helper
    - g. Custodial Leader
    - h. Custodian II
  2. **Maintenance and Grounds - One (1) Representative**
    - a. Skilled and General Maintenance Leader
    - b. Skilled Maintenance
    - c. General Maintenance
    - d. Grounds Mechanic
    - e. Grounds Leader

**REPRESENTATION - Cont'd.**

- f. Grounds II
- g. Groundsman
- h. Custodial/Grounds
- i. Laborer

**3. Mechanics and Transportation -Three (3) Representatives**

- a. Head Mechanic
- b. Mechanic
- c. Bus Driver

**4. Food Service- Three (3) Representatives**

- a. Central Kitchen Coordinator
- b. Central Kitchen Assistant
- c. High School Lead Server
- d. Middle School Lead Server
- e. Elementary Lead Server
- f. Food Service Helper
- g. Food Handler/Custodian

- B. The Association will furnish the employer with the names of its Association Representative(s) and alternate when elected and such changes as may occur from time to time in such personnel so that the employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the employer has received written notice of changes from the Association, it shall not be required to deal with such employees purporting to be Association Representatives.
- C. If the Association is required to go into another building other than his/her own in the handling of a grievance, the Principal/Administrator at both buildings (or all buildings involved) must be notified. Permission will be granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation or assigned duties. It is the responsibility of the above-mentioned Association Representatives to report to the building Principal/Administrator before their conference with any employee. If, in the opinion of the Principal/Administrator or the immediate Supervisor of the Association member, such Association activity is interfering with classroom activity or assigned duties, such Association activities will be postponed.
- D. Except as set forth above, no Association Representative or any other employee shall be granted time off for the purpose of handling Association matter, affairs, or grievances unless specific permission has been granted by the Supervisor or Principal.
- E. Neither the Association nor any of the officers nor any Association Representatives nor any other representatives or employees shall advise or direct employees to disregard the instructions and/or directions of the Employer.

## **ARTICLE 4 - AID TO OTHER UNIONS**

The District will not aid, promote or finance any labor group or organization, or any individual acting on behalf of such group or organization, which purports to engage in collective bargaining or make agreement with any such group or organization, or individual acting on behalf of such group or organization, for the purpose of undermining the Association.

## **ARTICLE 5 - SENIORITY**

### **A. Probationary Employees**

New employees hired in a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first sixty (60) working days of their job assignment.

1. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Board and shall not be subject to the grievance procedure.
2. There shall be no seniority among probationary employees.
3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay wages, hours of employment and other conditions of employment as set forth in this Agreement, except discharge and discipline of employees for other than Association activity. It is understood that 10-month employees will not accumulate time toward the completion of their probationary period during the summer when school is not in session.
4. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period.

### **B. Seniority shall be by classification and in accordance with the employee's effective date of hire.**

1. When more than one employee is hired on the same day, seniority shall be identified by the lottery. Affected employees shall be notified of the lottery and invited to attend.
2. Seniority shall be counted on a school district wide basis within the individual's job classification. Employees moving from one job classification to another shall retain district wide seniority accrued in any other classification or department but not transfer said classification seniority into their new classification.

### **C. Seniority Lists**

1. Seniority lists will show the names, job titles, date of hire, district seniority, and all seniority by classification of all employees of the unit entitled to seniority.
2. The employer will keep the seniority lists up to date and will provide the President with copies upon written request.

## **SENIORITY-Cont'd.**

3. The employer will notify the Association within ten (10) working days in writing of all employees who have successfully completed their probationary period.

### **D. Loss of Seniority**

An employee shall lose his/her seniority and terminate their service with the Chippewa Valley School District for the following reasons (not to include family care):

1. Employee voluntarily leaves employment.
2. Employee is discharged and the discharge is not reversed through the Grievance Procedure.
3. Employee is absent three (3) consecutive working days in any one (1) year without notifying and/or receiving permission from the employer. Exception to this rule may be made by the Superintendent/Designee and provided the employee presents a reason for the absence notification is given to the employer representatives and reasons are acceptable to the employer.
4. Employee does not return to work when recalled from lay-off as set forth in the recall procedure, unless an extension has been granted.
5. If the employee overstays a Leave of Absence for any reason, as herein provided, unless extension has been granted. Exception to this rule may be made by the Superintendent/Designee.
6. Retirement at any age.
7. Involuntary lay-off for two (2) years or length of work service in the District, whichever is shorter.
8. If the employee gives false reasons for a Leave of Absence or engages in other employment during any leave without permission of the employer.
9. Any employee who falsifies information on his/her application for employment even if the falsity may come to light sometime after the employee's date of hire or date of acquiring seniority.
10. Any employee who is absent more than five (5) unpaid work days per year shall have their seniority date adjusted by the number of days in excess of the five (5) days per year that they are absent without pay. This provision is not intended to conflict with the seniority provisions outlined in Article 12-Leaves of Absence.

In the event the deduction does not total one full day, the number of unpaid hours will be divided by the number of hours the employee is scheduled to work for that school year and the resulting number will be rounded to the nearest tenth.

## **SENIORITY - Cont'd.**

### **E. Physical Examination**

A physical examination if required by the employer, will be arranged with a physician selected by the Board. Examination will be at Board expense. If an employee fails the physical examination, it may be optional for the employee to be examined by his/her personal physician at his/her expense. This examination must follow the State of Michigan physical examination requirements.

Employees holding a safety sensitive position that requires a dot medical card must submit to their physical exam and drug screen to recertify no later than one week prior to the expiration of their card. Employee's failing to submit to their physical and drug screen within this timeline and have holds put on their recertification, disallowing them to drive, will be placed on an unpaid leave until such time that they obtain their recertification and are cleared to drive not to exceed six months. The employee and the association will be mailed to the last known address notification of failure to recertify within six months 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.

If a conflict of opinion results, the employee may submit to a third impartial physician, mutually agreeable by the employee and the Board. The expense for such an examination will be borne equally by the employee and the Board. The opinion of the mutually agreed to physician shall be binding on the Parties. Once an employee files a Workers Compensation claim against the school district, the above will be suspended and the provisions of the Workers Compensation law will prevail.

The School District may, in its sole discretion and at its cost, require that employees submit to such tests and examinations, including drug and/or alcohol testing, (if there are specific tests defined in the Omnibus Transportation Employees Testing Act of 1991 or any other tests/procedures mandated by law, those tests will be the tests used under this Section) by a School District-appointed physician, clinic, hospital, nurse, technician, or other qualified professional, when in the School District's judgment, such examination is necessary to determine if an employee can perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. 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, psychologists, etc., all of his/her pertinent records, related to the above.

- F. The Superintendent/Designee may at his/her discretion make exception to the above-stated rules if mutually agreed to by both the Association President and the Employer.

## **ARTICLE 6 - VACANCIES, TRANSFERS AND PROMOTION**

- A. **Vacancies** Vacancies are defined as bargaining unit position(s) or newly created positions that remain unfilled after all the assignments and reassignments are completed by the employer. Permanent, full-time or part-time vacancies in the bargaining unit will be posted within five (5) working days for a period of five (5) working days, setting forth the minimum requirements for the position. During the summer months, the Association President will have forwarded to him/her copies of each vacancy posted. Employee(s) wishing to be notified in the summer months of vacancies must provide the

## **VACANCIES, TRANSFERS AND PROMOTIONS- Cont'd.**

Personnel Office with self-addressed stamped envelope(s) for the purpose of receiving vacancy notices during the summer months. Posted position(s) will attempt to include the minimum qualifications and factors to be considered for said vacancies. All positions shall be posted as identified above and shall include the following information:

1. Title and Classification
2. Wage Schedule
3. Hours and Length of Work Year
4. Minimum and/or special qualifications

**BUS DRIVERS** All known summer bus routes will be posted prior to the end of the school year whenever possible. Any driver interested in summer work must sign up on appropriate forms furnished by the employer at least four (4) weeks prior to the end of the school year (June 30) and be available for the duration of the route on which they bid and/or are assigned.

1. A driver assigned to a summer bus route will only be eligible for a field trip if said field trip scheduled time is one (1) hour greater than the summer bid time.
2. The driver will accrue sick leave time that will be added to their sick leave bank. Sick leave time will not be used during summer routes

### **B. Transfers**

Lateral Transfer - is a change within the same job classification where there is no addition or increase in compensation, for example a movement to another building in the same position, hours, and pay. Seniority shall be the basis for selection.

Transfer - is a change within a job classification where there is an addition or increase in compensation; for example, a movement to another building within the same job classification for more hours.

1. Transfer of seniority employees is to be minimized whenever possible. Transfers shall be based upon the seniority employee's ability to meet the job qualifications, ability to perform the job, seniority and other relevant considerations. Employees placed in a new position by virtue of a transfer will be required to complete a trial period of thirty (30) working days. The trial period shall be extended for any absences during that period by the amount of said absences.
2. Employees desiring a transfer must file their request in writing within the posted period. The request shall set forth the reason for transfer and the applicant's complete qualifications, work experience, as well as any other relevant information. Only one (1) transfer in a one (1) year period shall be permitted. Exceptions to this rule may be permitted by the employer.

## **VACANCIES, TRANSFERS AND PROMOTIONS- Cont'd.**

3. Any employee attaining seniority with the District shall have the right to exercise his/her seniority for an open job shift, or department and retain his/her seniority for an open job the benefits afforded in the classification on a District wide basis. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefit provided for in this Agreement.
4. Custodial employees will not be eligible for more than one voluntary transfer within a twelve (12) month period. Exceptions will be made where an employee is moving from part- time to full-time work.
5. Employees temporarily reassigned to a lower classification shall be paid at his/her regular rate. Employees reassigned to working in a higher classification shall be paid at the rate of the higher classification.
6. An employee who requested and is granted a transfer (excluding Bus Drivers) shall remain on the job for one (1) year before he/she becomes eligible to request another transfer. Exceptions may be made by the employer after consultation with Association.
7. In the event the employee is not granted the transfer, the reason for denial shall be given in writing to the employee, if requested in writing, by the employee within five (5) calendar days of the decision.
8. The employer shall exercise their discretion as to the feasibility of honoring any or all transfer requests.

C. **Promotion** A promotion is an upward change to an open job classification within the bargaining unit, which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay. Employee(s) interested in a promotional position shall apply within the above-stated posting period to be considered for the promotion.

1. Promotions shall be made on the basis of qualifications in the job description/posting. Seniority shall be the basis for selecting from among equally qualified candidates. Any employee granted the promotion for said position shall be placed on a forty- five (45) work days trial period for an evaluation period to determine his/her ability to perform the job. During the forty-five (45) days trial period, their former position will not be posted. Any absence(s) during the trial period shall automatically extend the trial period for a like number of days.
2. Employee(s) may be required to successfully pass skill tests as determined by the employer prior to assignments to a promotional position.
3. In the event any employee is not granted the promotion, the reason for denial shall be given in writing to the employee, if requested in writing, by the employee within five (5) calendar days of the decision.



## **VACANCIES, TRANSFERS AND PROMOTIONS- Cont'd.**

4. If at any time during the trial period, the employer believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former classification and notice of such action shall be submitted to the Association President, in writing with a copy to the employee. The employee returned to his/her former classification shall retain salary and seniority status as previously enjoyed before the promotion.
  5. Employees receiving a promotion should not receive a rate of pay that is less than they are presently earning and shall reflect an increase in pay of not less than \$.10 per hour. Promotions to middle school and high school food service positions only would be not less than \$.50 per hour.
  6. The Association President will receive notification of the individual selected for promotional position.
  7. If at the effective date of a promotion, the employee is within thirty (30) calendar days of their current status rate anniversary date, he/she will be considered to have already achieved the pending rate anniversary date step increase for the purpose of determining their promotion increase.
- D. A probationary or trial period in one classification does not count towards a trial period in another classification.
- E. Employees requesting and receiving a transfer or demotion to a lower classification shall be paid at the rate of said assignment closest to what they are currently making without being higher than the employee's current hourly rate.
- F. All employees are encouraged to train and prepare for promotional opportunities.
- G. The Association agrees that involuntary reassignments are sometimes necessary because of such factors as mutual incompatibility, job performance, technological change, etc. Such involuntary reassignments shall be communicated to the employee and Association President orally and in writing.
- H. Employees placed in a new position, by promotion, transfer or otherwise shall have an opportunity to revert back to the employee's former position within ten (10) work days or beyond that time if their previously held position is still vacant. Requests to revert back shall be submitted in writing to the employer with an explanation for the request. Such an employee shall not be considered for the same position the employee reverted from for a period of one (1) year.
- I. If any additional temporary summer help is needed, ten (10) month employee(s), according to the most senior qualified on a rotation basis shall be given consideration for employment provided they have signed up four (4) weeks prior to the end of the school year with the Personnel Department. It is understood that any employee hired will be paid the prevailing rate for summer assignments.
- J. In filling vacancies, transfers will be considered before promotion.

**ARTICLE 7 - HOURS OF WORK**

**A. HOURS OF WORK- ALL EMPLOYEES EXCEPT BUS DRIVERS**

1. Shift Definition The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:30 A.M. The second shift is any shift that regularly starts on or after 11:30 A.M. but before 7:30P.M. The third shift is any shift that regularly starts on or after 7:30P.M. but before 4:00 A.M.
2. Overtime It is expected that from time to time employees are required to spend extra time beyond the regular day on their job.
  - a. The employer agrees to pay time and one-half for any time in excess of forty (40) hours worked per scheduled work week for 12-Month Employees and for 10-Month Employees agree to pay time and one-half for any time in excess of eight (8) hours per day or forty (40) hours worked per scheduled work week when approved by the immediate supervisor. Holidays, inclement weather days and/or vacation days shall be considered time worked for overtime purposes.
  - b. Time and one-half will be paid for Saturday and holidays not listed below, except when a shift starts on Friday and continues into Saturday or starts on a regular work shift and continues into a holiday. Bus Drivers will receive time and one-half for routes that are worked on non-paid national holidays.
  - c. Double time will be paid to all regular full time twelve (12) month employees on a Sunday or holiday stated below if an employee is called in after having completed his/her regular scheduled forty (40) hour work week when approved by the immediate supervisor.
  - d. Food Service Employees will be paid time-and-one half for any hours worked for a special function on Saturday, Sunday, or a designated Holiday provided that they have worked all scheduled hours during the current week.
  - e. Employees who work the below stated holidays will be compensated at double time plus holiday pay at the regular rate.

New Year's Eve	New Year's Day ( <i>12 month only</i> )
Memorial Day ( <i>12 Month only</i> )	July 4 <sup>th</sup> ( <i>12 month only</i> )
Labor Day ( <i>12 month only</i> )	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Eve
Christmas Day	Good Friday ( <i>12 month only</i> )
  - f. Overtime will not be pyramided.

## **HOURS OF WORK Cont'd**

- g. If an employee is absent from their work assignment on the last scheduled regular work day of the week, he/she will not be eligible for overtime occurring over the weekend. Exceptions may be made to pre-approved personal business days, however, time will not be paid as overtime unless the employee exceeds forty (40) hours worked in the work week.

### 3. Equalization of Overtime Hours

- a. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work department. An up-to-date list showing overtime hours for all seniority employees will be posted periodically in each building or work area.
- b. It is understood that overtime hour assignments for employees may be unequal from time to time.
- c. The employer will endeavor to continue to provide the opportunity for employees in the mechanics, grounds, and maintenance classifications to share in the overtime assignments. However, due to the complexity of job assignments, skills needed, equipment available, etc., the overtime hours in these classifications will not always be equalized but the employer will endeavor to equalize whenever possible.
- d. Employees who change classification will be charged with the highest number of overtime hours that exists in their new classification on the day he/she is placed in said classification.
- e. Newly hired, rehired or transferred employees who successfully complete their probationary/trial period will be charged with overtime as indicated in Section (3) (d) above.
- f. Employees in other classifications and/or buildings may be called if there are no available employees in affected classification/building.
- g. For purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee(s) working during that overtime assignment.
- h. Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new up-dated overtime list will be posted.
- i. It is expected employees will accept overtime assignments. Any custodian/cafeteria employee who refuses overtime on two (2) occasions will not be asked on the third occasion. He/she will be charged the overtime in each case. This procedure shall be repeated throughout the fiscal year. When no custodian/cafeteria employee in a particular building accepts an overtime assignment, that assignment will be filled at the discretion of the administration.

## **HOURS OF WORK Cont'd**

- j. The Cafeteria Department will have an extra hours list posted in each building, using the same rules as the overtime list.
4. Relief Period Employees shall be allowed one fifteen (15) minute break for every four (4) hours of continuous employment. Relief periods shall be taken at a time that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of a lunch period or a shortening of the work day, unless specifically arranged with the immediate supervisor to cover unusual occasions.
5. The regular lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department.
6. Call-in Pay An employee reporting for emergency Call-in duty shall be granted two (2) hours pay.

### **B. Hours-Bus Drivers**

1. Bus Drivers are required to undergo a physical examination and drug/alcohol screen per State of Michigan and Federal Law and/or be considered medically fit to perform the functions of a School Bus Driver prior to July 31 each year. Those who satisfactorily complete such examination and/or are determined to be medically fit and who meet other necessary requirements, will be eligible to bid on regular routes.
2. The Board will endeavor to schedule the first bid cycle for regular routes during the two (2) week period immediately preceding the first day of school each year.
3. First Bid Cycle – Regular Routes Drivers will select based upon seniority and ability from the regular routes as posted for A.M., noon, and P.M. routes. The Transportation Department will establish a replacement list of seniority drivers for runs between regular A.M. and P.M. (noon) runs. In the event a regular driver is off his/her noon run, that run will be assigned by seniority and rotation from that list.
4. Regular Route Adjustment Period
  - a. During the period commencing with the first day of school and ending with the Official Fall Student Count Day, regular routes will be adjusted as required by the Transportation Department. Such adjustments will give full consideration to the best interests of our students and the orderly and efficient operation of the Transportation Department. There will be no driver reassignments during this period.

## HOURS OF WORK- Cont'd.

- b. Upon reduction of daily bid time, the affected driver will be utilized first in place of non-bargaining unit employees or permanent employees who substitute on noon runs. It will be the employee's responsibility to notify the dispatcher of their availability on the appropriate form no later than the end of the work day before the loss of daily bid time.
5. Second Bid Cycle- Regular Routes During the week following the official Fall Student Count Day, all regular routes will be re-posted. Second runs will be bid within thirty (30) calendar days of returning to work. Drivers will select based upon seniority and ability from the routes as posted for A.M., noon, and P.M. routes. The Transportation Department will establish a replacement list of seniority drivers for runs between regular A.M. and P.M. (noon) runs. In the event a regular driver is off his/her noon run, that run will be assigned by seniority and rotation from that list.
  - a. Prorated benefit levels will be based upon the 2nd bid and cannot drop below the 2nd bid level unless an employee voluntarily bids on a lower run or there is a layoff.
  - b. After the Second Bid Cycle, regular routes which become vacated may be adjusted as required by the Transportation Department prior to posting. Such adjustments will give full consideration to the best interests of our students and the orderly and efficient operation of the Transportation Department.
6. If a noon or special run becomes available, it will be posted for three (3) working days. All drivers may bid, including those who currently have a noon run but will not exceed eight (8) hours and whose bid time exceeds their current noon route. A special run is considered an afterschool program or a program during the day that does not exceed one (1) hour, may be less than five (5) days per week or does not last the duration of the school year.
7. Following the Second Bid Cycle, if a regular route becomes vacant as identified in Article 6(A), it will be posted within five (5) working days, shall remain posted for three (3) working days and will be filled no later than seven (7) working days after the posting closes. Drivers may bid based upon seniority and ability. Drivers will be permitted two (2) such changes during the period between the Second Bid Cycle and the end of the School Year. If a route becomes vacant within 30 calendar days of the last date of school it will not be posted.
8. Following the Second Bid Cycle, if a regular route becomes temporarily vacant it will be posted within five (5) working days, shall remain posted for forty-eight (48) hours and will be filled no later than seven (7) working days after the posting closes.
9. Employees will not be assigned to cover scheduled runs for absent employees if such assignment would extend their work day beyond eight (8.0) hours.
10. Adjusted Routes
  - a. When it is necessary to adjust a General Ed regular route after the Second Bid Cycle and the adjustment adds or subtracts 2/10th (12 minutes) of an hour or less, the assigned driver will remain in place and there will be no change in driver assignments.

## HOURS OF WORK- Cont'd.

- b. If the adjustment of a General Ed route adds 3/10<sup>th</sup> (18 minutes) of an hour or more, the General Ed route will be considered vacant and will be posted. If the driver on the adjusted route is displaced, they may follow normal bumping procedures.
- c. If the adjustment of a Special Ed route adds 6/10<sup>th</sup> (36 minutes) of an hour or more, the route will be posted. If the driver on the adjusted route is displaced, they may follow normal bumping procedures.
- d. If the adjustment of a General Ed route subtracts 3/10<sup>th</sup> (18 minutes) of an hour or more, the assigned driver has the option of keeping the route or bumping a Driver with less seniority and whose bid time exceeds the adjusted route in which case the adjusted route will be posted.
- e. If the adjustment of a Special Ed route subtracts 6/10<sup>th</sup> (36 minutes) of an hour or more, the assigned driver has the option of keeping the route or bumping a Driver with less seniority and whose bid time exceeds the adjusted route in which case the adjusted route will be posted.
- f. Any route General Ed route that increases or decreases 2/10ths or Special Ed route that increases or decreases 6/10th of an hour within thirty (30) calendar days of the last day of school will not be posted and will be adjusted accordingly.

### 11. Extra Runs

- a. Extra Runs are defined as those runs other than Regular Runs that require regular routes and schedules for a special activity over a period of time in excess of five (5) working days.
- b. Such runs will be assigned to the most senior driver who has the available time outside their regular route and who requests such assignment provided the Extra Run does not extend their work day beyond eight (8.0) hours.

### 12. Field Trips

- a. A field trip is a trip to cover extra-curricular activities and functions requiring transportation that requires the bus to stay with the group.
- b. Field trips will be posted daily at 6:30 a.m. for the next day's field trip(s) with the exception of emergencies or unanticipated runs as a general rule.
- c. Field Trip drivers will be assigned on a seniority rotation basis as indicated in section (f) below.

## **HOURS OF WORK- Cont'd.**

- d. Drivers will indicate their choice of trip by number by 1:30 p.m. of that day.
  - i. The only exception to this is when a Bus Driver is absent on a regular workday not immediately preceding a weekend or Holiday with a pre-approved personal business day; which meet all the contractual requirements. In this case, a Bus Driver may contact a Union Representation to sign for a field trip as proxy by 1:30 p.m.
- e. Trip assignments will be made daily at 3:45 p.m. of that day and posted on the posting Board.
- f. Saturday, Sunday, and Monday trips will be posted on Friday and awarded as set forth in Items (b), (c), (d) and (e) above. There will be three (3) field trip lists based on a system of continuous rotation. One list will be for Monday through Friday; one for Saturday and one for Sunday and Holiday pursuant to State regulations.
- g. Deviations from the Field Trip bid cycle may be necessary for reasons such as holidays, inclement weather, or other unforeseen circumstances. In such cases, adjusted schedules will be communicated as soon as possible
- h. For a driver to refuse a scheduled field trip, notification must be received in the transportation office no later than 5:45 a.m. on the day of the scheduled trip. Refusal after 5:45 a.m. disqualifies that driver from his/her next field trip turn. After a driver has refused a field trip assignment three (3) times, they will be removed from the rotation list for the remainder of the school year. However, in no way will calling in sick be considered as a refusal of a field trip. When a driver refuses a scheduled field trip in a timely fashion or an additional field trip request is received for that day, the driver who is first up on the rotation for the current days' posting will have the option of taking the field trip without being charged. If the first driver chooses not to take such trip, it will be offered in rotation to the next driver on the list until filled.
- i. If a Field Trip is cancelled after it has been assigned and prior to departing for the trip, the assigned driver will be placed at the top of the next rotation when possible. If a sponsored field trip is cancelled after the assigned driver has arrived at the trip origin, the driver will be paid 2.0 hours and will be placed at the top of the next rotation when possible. For district paid trips, the driver will not be paid 2.0 hours but will be placed at the top of the next rotation when possible.
- j. If a field trip is cancelled or altered after it has been assigned and the driver has departed the origin with passengers, the assigned driver will be considered as having taken the trip.

## HOURS OF WORK Cont'd.

- k. Driver's will be eligible for Summer Field Trips on a seniority rotation basis as indicated in section (f) above. The Transportation Department will notify eligible drivers by telephone each Tuesday between 8:00a.m. and 12:00 noon of the available trips for the following week. Drivers will be allowed to make a choice. Drivers not available during the telephone contact time will be listed as a refusal. An advance list of available trips will be posted in the Transportation Department one week prior to the bid cycle. Drivers may review that list and indicate their preference.

A driver assigned to a summer bus route will only be eligible for a field trip if said field trip is one (1) hour greater than the summer bid time.

- l. If you are awarded a tossup and it is later cancelled you will return to your place in the normal rotation.

### 13. Special Assignments

- a. Special assignments will be defined as drop off only pick up only, parking attendants and transportation of band equipment etc. All weekend assignments will be a minimum of one (1) hour.
- b. There will be one (1) special assignment list maintained based on a system of continuous rotation for Monday through Friday and one (1) single special assignment list maintained based on a system of continuous rotation for all Saturday trips and one (1) single special assignment list maintained based on continuous rotation for Sunday and holidays.
- c. For a driver to refuse a scheduled special assignment, notification must be received in the transportation office no later than 5:45 a.m. on the day of the scheduled special assignment. Refusal after 5:45 a.m. disqualifies that driver from his/her next special assignment turn. After a driver has refused a special assignment three (3) times, they will be removed from the rotation list for the remainder of the school year. Call in sick will not be considered a refusal of a special assignment. When a driver refuses a scheduled special assignment in a timely fashion or an additional special assignment request is received for that day, the driver who is first up on the rotation for the current day's posting will have the option of taking the trip. If the first driver chooses not to take such trip, it will be offered in rotation to the next driver on the list until filled. If a driver does not sign up or is not available, that driver will be bypassed.

13. The Employer shall provide each Bus Driver a "Notice of Intent" form before the end of the school year on which the driver 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 employee.



**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 (1-½) 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- ½) 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                | Memorial Day     |
| July 4 <sup>th</sup>          | Labor Day        |
| Good Friday                   | Thanksgiving Day |
| Friday after Thanksgiving Day | Christmas Eve    |
| Christmas Day                 |                  |

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                | Memorial Day     |
| July 4 <sup>th</sup>          | Labor Day        |
| Good Friday                   | Thanksgiving Day |
| Friday after Thanksgiving Day | Christmas Eve    |
| Christmas Day                 |                  |

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 employee.

## **ARTICLE 8 - COMPENSATION**

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

When step increases are granted they will be given on July 1<sup>st</sup> of each school year. Step increases will be credited to those employees who have worked 50.5% of their annual workdays in the year prior. Example: A 194 day employee minus 10 holidays equals 184 work days, the employee must work 93 days to receive the step increase for the following year.

The 2016-18 salary schedule has changed, see schedule A.

For the 2018-19 school year steps will be granted as follows:

- Bargaining unit members in the custodian, food service helper and bus driver classification hired prior to June 30, 2017 not at top step will be placed on the new salary schedule to the next higher rate of pay and will be granted one step. Bargaining unit members in these classifications not at the top step and hired July 1, 2017 or after will be placed on the new salary schedule to the next higher rate of pay.
- Bargaining unit members in all other classifications not at the top step and hired prior to June 30, 2017 be granted one step.
- Those at the top step for the 2018/19 school year will receive a 2.1% lump sum off schedule payment for service rendered based on the job classification and hours they are at as of October 1, 2018 and will be paid on November 15, 2018.

For the 2019-20 school year steps will be granted as follows:

- Bargaining unit members not at the top step be granted one step.
- Those at the top step for the 2019/20 school year will receive a 1.8% lump sum off schedule payment for service rendered based on the job classification and hours they are at as of October 1, 2019 and will be paid on November 15, 2019.

## COMPENSATION- Cont'd.

See attached revenue formula that is in addition to the above salary improvements.

Effective July 1, 2007 all employees will be paid over 19 or 24 pays on the 15th and the last day of each month. In addition, all persons hired for custodian positions effective July 1, 2007 will be placed on the custodian pay scale.

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."

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 that allows for the individual to pull permits on behalf of the District 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

**COMPENSATION- Cont'd.**

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.
- C. **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.
- D. **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	5/6 <sup>th</sup> 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

- 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.

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.

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.

## **COMPENSATION- Cont'd.**

7. 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.
8. Vacations are to be arranged by mutual consent and as a rule to not be taken during the first week of school and one (1) week prior to the official opening of school. Vacation requests for the week after school ends may be approved based on the guidelines below.
9. 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. Employees requesting non-consecutive vacation days and the days are determined a pattern, will be required to provide a written reason to their immediate supervisor.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The fiscal year is defined as July 1 through the following June 30. Vacation time will be earned and credited in hours.
16. 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 September 30th period. Using earned vacation time outside this earn-schedule cycle will be considered under hardship circumstances at the discretion of the Superintendent/Designee.

## **COMPENSATION-Cont'd.**

- E. **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, Additional July 4th Week Day, Additional July 4th Week Day, Additional July 4th Week Day, Labor Day, Day before Thanksgiving, 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, and Memorial Day.

### **10 MONTH EMPLOYEES**

Thanksgiving Day, Friday After Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, Additional Day-Christmas Break\*, Additional Day-Christmas Break\*, New Year's Eve\*, (3)mid-winter break days, Spring Break Monday, Spring Break Tuesday, and Spring Break Wednesday.

\* 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.

## F. **Uniforms**

1. The District will provide a uniform as outlined below full and part time regular custodians, maintenance, grounds, mechanics, and food handler/custodians. Uniforms will be ordered no later than August 31. The items listed here and below, vendor selection and quality and color are at the sole discretion of the district.
  - a. Custodians, food handler/custodians, Maintenance, Grounds, and Mechanic employees will be eligible for four (4) uniform items per school year. New employees will be issued six (6) uniform items after the completion of their probationary period.

## **COMPENSATION-Cont'd.**

1. A uniform item is defined as a shirt, pant, or shorts.
  2. Mechanics and maintenance additionally can include coveralls and job appropriate district approved safety shoes or winter boots as one of their items every other year.
  3. Head custodians and grounds can include job appropriate district approved safety shoes or winter boots as one of their items every other year.
- b. Bus drivers and food handler/custodians will be provided one (1) jacket every other year.
  - c. 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 not to exceed \$105.00 (includes sales tax) for employees who work four (4.0) or more hours and \$80.00 (includes sales tax) for employees who work less than four (4.0) hours will be provided by the District.
    - 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 and the purchased item(s) were made after July 1<sup>st</sup> of that school year.
    - 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.
3. Employees must wear their uniforms and follow the uniform policy. Failure to do so may result in disciplinary action.

## **COMPENSATION- Cont'd.**

G. **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.

### H. **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             | f. United States Savings Bonds |
| b. Dental Insurance             | g. Retirement Buy Back         |
| c. Vision Insurance             | h. United Foundation           |
| d. Life Insurance               | i. 403B/457 Plan               |
| e. School Employee Credit Union |                                |

I. **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.

J. **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.

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

L. 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.

### M. Food Service Training for School Food Service Personnel

Food Service Training and any testing for School Food Service Personnel shall be required in accordance to any Food Service laws and/or regulations instituted by a governmental agency. The District shall pay the employees at their current hourly rate for the time required to attend the training and pay for the cost of the training at the time of their enrollment. Employees failing to obtain the required annual training hours will be subject to discipline, up to and including termination.



## **COMPENSATION- Cont'd.**

### **1. 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 9 - 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 twelve (12) and ten (10) month employees hired prior to July 1, 2013 will have an option during an open enrollment period to select MESSA Choices II Plan with \$10/\$20 prescription plan with a \$500/\$1,000 deductible or MESSA Choices II Plan with RX Saver with a \$500/\$1,000 deductible.

All employees have the option to select ABC plan 1-zero percent co-insurance with three tier mail-in rider.

Pursuant to Public Act 152 of 2011, the District shall pay those Hard Cap amounts provided in Section 3 of the act, as adjusted by the Michigan Department of Treasury. Any Employee receiving healthcare benefits shall be required to pay any costs of the healthcare plan above the Hard Cap amounts, payable in an amount determined by the Union to insure the District's compliance with the Hard Cap limits as provided in the Act. Any overages paid by the Employee as a result of movement by the Employee between levels of coverage, shall be refunded in a manner determined by the Union.

Employees working less than eight (8) hours per day will have the option during an open enrollment period to select the MESSA Choices II Plan with \$10/\$20 prescription plan with a \$500/\$1,000 deductible or MESSA Choices II Plan with RX Saver with a \$500/\$1,000 deductible.

The employee will pay 25% or 50% of the premium for the health insurance (illustrative rate) each year based upon hours worked. In no event shall the District pay in excess of the Hard Cap amount provided in Section 3 of Public Act 152 of 2011.

The District reserves the right after conferring with the Union to comply with the Patient Protection and Affordability Act to select a health insurance carrier which offers a "Bronze" plan that provides "minimum coverage" pursuant to 26 USC Sec. 36(B)(c)(2)(C)(ii). Effective July 1, 2013, all new employees will be offered the "Bronze" plan coverage subject to the hard cap, however, they may purchase additional insurance at their own cost.

1. The sole authority for selection and determination of the insurance carrier, shall rest with the district.

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

If an employee selects the MESSA Choices II \$10/\$20 co-pay an additional upgrade charge will be assessed to the employee.

2. 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 MESSA Choices II Plan with \$10/\$20 prescription plan with a \$500/\$1,000 deductible or MESSA Choices II Plan with RX Saver with a \$500/\$1,000 deductible, said employee shall not receive district paid hospitalization coverage. It is understood that double coverage is prohibited.

## **INSURANCE- Cont'd.**

3. All eligible employees shall not be entitled to the above mentioned coverage until they have satisfactorily completed the probationary period.
4. 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.
5. 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.

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.

## INSURANCE-Cont'd.

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 9, Insurance Protection. The sole authority for selection and determination of the insurance carrier, shall rest with the employer.

- 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.

## **INSURANCE- Cont'd.**

- 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 10 - LAYOFF AND RECALL**

### **LAYOFF**

- A. Layoff means a reduction in the working force due to a decrease of work, limitation or reduction in operating funds and/or other conditions deemed appropriate and necessary by the Employer.
- B. If it becomes necessary for a layoff, the probationary employees within the effected classification will be laid off first. Seniority employees will be laid off within the effected classification according to seniority as previously defined in Article 5. If the lowest seniority employee in the effected classification is laid off, or displaced, said employee(s) may exercise the right for a job assignment within the classification group(s) in which they possess seniority on the basis of their classification seniority in that classification group provided they can perform the available work by the conclusion

## **LAYOFF AND RECALL- Cont'd.**

of their trial period, or the employee(s) may be reassigned to a vacant position available at the time of the layoff or for which they are qualified and meet the testing requirements, if any. Employee's shall be offered the position in that classification group for which they possess seniority that is most comparable to their current positions (hours, days, pay) without exceeding the employee's current position. If employee held seniority in a different classification group the employee can bump into the previously held classification using the earned seniority in that classification or lower for which they are qualified and meet the testing requirements, if any.

Classification Groups are:

- |         |   |
|---------|---|
| Group A | Skilled Maintenance - by job assignment<br>Skilled and General Maintenance Leader<br>General Maintenance<br>Grounds Mechanic                                      |
| Group B | High School Head Custodian<br>Middle School Head Custodian<br>Elementary School head Custodian<br>Custodial Leader<br>Custodian II<br>Custodian                   |
| Group C | Food Handler/Custodian  |
| Group D | Grounds Leader<br>Grounds II<br>Groundsman<br>Grounds/Custodian<br>Laborer  |
| Group E | Head Mechanic<br>Mechanic   |
| Group F | Bus Driver  |
| Group G | Central Kitchen Coordinator<br>Central Kitchen Assistant<br>High School Lead Server<br>Middle School Lead Server<br>Elementary Lead Server<br>Food Service Helper |

## **LAYOFF AND RECALL- Cont'd.**

- C. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least forty five (45) calendar days notice in advance of the effective date of layoff. The Association President shall be sent a list from the Employer naming employees being laid off at least two days prior to the date of notices sent to the employee(s). The Food Handler/Custodian classification personnel is considered as a Food Handler in the Cafeteria Department for seniority basis with no seniority consideration in any other department and/or classification.
- D. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- E. The employee may be transferred within the departmental classifications on a district-wide basis where operating staff in one or more buildings is reduced due to layoff.
- F. It is clearly understood that any individual laid off shall automatically terminate and suspend the employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.
- G. Any seniority employee on layoff shall have the option to be placed on the regular substitute list.

## **RECALL**

- A. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years or length of work service in the District whichever is shorter and shall be recalled in reverse order of their layoff.
- B. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if the employee fails to receive recall notice because of their own failure to advise the employer in writing of their change of address.
- C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered a voluntary quit.
- D. The Employer shall have no obligation to recall probationary employees who may be laid off.
- E. Should an employee be offered a comparable position and refuse such appointment, he/she will lose the right to remain on the seniority-recall list and shall be considered as having quit.

The Superintendent/Designee may at his/her discretion make exception to the above-stated procedure if mutually agreed to by both the Association President and the employer.

## **ARTICLE 11 - 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 BI), 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

## **LEAVES WITH PAY Cont'd.**

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 because of the death in the employee's immediate family, beginning at the date of death and within one week after death. Immediate family shall be defined as: spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, step relations 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, aunt, uncle, first cousin, niece or nephew of the employee. Funeral days are not deducted from the employee's sick leave bank.

Documentation may be requested to substantiate the employee's attendance at the funeral if there is suspected abuse.

Employee's requesting funeral leave for delayed funeral's after (1) one week of the death are required to provide funeral documentation as to the reason for requesting delayed funeral days. The superintendent/designee may consider exceptions for the use of funeral leave other than in a consecutive and continuous manner immediately following the death of an immediate family member on a case-by-case basis subject to approval.

- C. Seniority employees will accumulate sick leave as follows and shall be granted for personal or family illness:
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.
  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.



## LEAVES WITH PAY Cont'd.

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 eight (8) 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. 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.
- Requests made less than seven (7) days in advance will be considered as an emergency and a reason or documentation must be provided within two (2) days of the employee's return to be considered for approval. Failure to provide a reason or documentation as requested will result in the day being unpaid.
- E. The hours involved in an employee's use of Leave Days accumulation for any particular day will be limited to the number of regular 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 shall furnish a physician's statement as a proof of illness or disability in absence of more than three (3) consecutive days or more. The supervisor may request proof of illness in cases of suspected abuse for one day's absence.
  - 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.

## **LEAVES WITH PAY Cont'd.**

- L. The benefits of sick leave allowance do not apply to participation in strike activities, demonstrations, or work slowdown (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, break or vacation period as well as the first or last week of the school year. An exception to this rule may be granted by the Superintendent/Designee on a case-by-case basis. Leave days shall not be granted in conjunction with vacation days to extend a holiday or vacation period.
- 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 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 fractional portion in excess of the compensation payment verified by the workers compensation carrier. The regular salary up to the employee's current cumulative sick days with no deductions from sick leave days accumulation after eight (8) consecutive calendar days of absence sick leave days that were deducted will be restored retroactive to the first day of an employee's absence. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

Bus Drivers who are on a worker's compensation medical leave will retain the route that they bid on during 2<sup>nd</sup> bid for up to (120) calendar days and the route may be filled by a temporary or substitute employee. If the employee's leave extends beyond (120) calendar days from their last day worked, their original route will be made available to other seniority drivers through the posting process. Upon returning to work, the employee will be returned to the first available route or as a standby driver for the same bid hours as the employee worked upon the onset of the leave.

## **LEAVES WITH PAY Cont'd.**

1. Injuries shall be reported by the employee to the appropriate supervisor verbally and by submitting a signed injury form to the immediate 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.
- S. Vacation and Personal Business requests for Halloween will be denied. Sick time requests on Halloween will require a medical note. Absence approval will be granted to take up to a four (4) hour non-paid break on Halloween with the agreement that the employee will return to work to make up the time on the day of the absence, or agreed at a time during the pay period by their immediate supervisor. Approval for up to a four (4) hour break may be denied if a school event is scheduled on Halloween requiring custodial in the building. Employees requesting docking pay for scheduled work time will not be approved. Vacation time will be approved during Halloween week for a consecutive (5) day vacation request.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **A. General Leaves of Absence**

1. A General Leave of Absence for good cause not to exceed one (1) year may be requested by a permanent employee with at least one (1) year's seniority. Such request must be in writing to the Superintendent/Designee on the Request For Leave of Absence Form available in the Personnel Office. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent Designee.
2. Such leaves may be granted for Education, Medical Disability (upon the expiration of sick leave), Military Service, Child Care (including adoption), care for a member of immediate family, or other individual circumstances.
3. The position held by an employee who is granted a General Leave of Absence may be filled by a substitute, a temporary employee, a temporary transfer, or a temporary promotion. If the employee returns to work within one-hundred eighty (180) calendar days from their last day worked, they will return to the position held on their last day worked. If the employee's leave extends beyond one-hundred eighty (180) calendar days from their last day worked, their original position is not guaranteed and they could be returned to work in another position for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Personnel Office no less than thirty (30) calendar days prior to their intended return to work date.
4. All wages and benefits will be discontinued for the duration of a General Leave of Absence except for a Medical Disability Leave. The employee may make arrangements to pay health insurance premiums as provided for in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

## **LEAVES OF ABSENCE-Cont'd.**

### **B. Medical Disability Leave**

1. Employees who are absent due to disability for more than three (3) consecutive days and unable to work will be placed on Medical Disability Leave starting with their first working day of absence, provided they substantiate their disability with a physician statement.
  2. Pregnant employees must give the Personnel Office no less than sixty (60) calendar days notice prior to their projected confinement date.
  3. The position held by an employee who is granted a Medical Disability Leave may be filled by a substitute, a temporary employee for up to six (6) months, a transfer, or a temporary promotion. If the employee returns to work within one-hundred eighty (180) calendar days 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-hundred eighty (180) calendar days from their last day worked, their original position is not guaranteed and they could be returned to work in another position for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Personnel Office no less than thirty (30) calendar days prior to their intended return to work date.
  4. Once the disability has been medically substantiated, employees on Medical Disability Leave are required to provide an Attending Physician's statement to the Personnel Office substantiating their continued disability no later than one work day of their current medical statement expiring.
  5. Employees on Medical Disability Leave shall utilize their Sick Leave Days for payment beginning with the first day of absence upon exhaustion of their sick leave employees will have their vacation time automatically deducted for a paid leave prior to going into unpaid leave. Board paid health benefits shall continue up to eight (8) weeks following the exhaustion of personal sick leave days while members are on a medical disability leave.
  6. Employees returning from a Medical Disability Leave are required to: 1) provide a release from their Attending Physician certifying the ability of the employee to fulfill his/her duties with or without reasonable accommodation; and, 2) undergo a return to work physical examination as directed by the Personnel Office. Employees returning from a General Leave of Absence may be required to undergo a return to work physical examination as directed by the Personnel Office.
- C. Bus Drivers returning from any Leave of Absence of less than ninety (90) calendar days will be returned to the route assignment held as of their last day worked if they return by the last scheduled school day. Bus Drivers returning from any leave of absence less than ninety (90) calendar days but after the last scheduled school day will be returned by bidding for a route at the first bid meeting or second bid meeting of the next school year, if deemed medically fit to return prior to the bid meeting. If Bus Driver returns prior to the ninety (90) calendars days but after second bid, the driver will be assigned to vacant routes, if available, and will be eligible for any routes that become available based on seniority until the next bid meeting.

## **LEAVES OF ABSENCE-Cont'd.**

Bus Drivers returning from any Leave of Absence of ninety (90) days or more will be assigned to vacant routes if available. If no vacant routes are available, they will be assigned to the substitute list with no guarantee of hours.

- D. No adjustments in the seniority date will be made for days that are a part of a maternity disability or medical leave of absence up to a maximum of six (6) months. Upon return to work, the Employee's seniority date will be adjusted by deducting the total calendar days beyond the six (6) month period to the effective date of their return.
- E. Employees on a Leave of Absence under this Article, will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
- F. **Leave of Absence for Union Business**
  - 1. An employee elected or appointed to a position affiliated with the Association which removes the employee from employment in the District, will, upon written request from the Association, 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.
  - 2. All wages and benefits will be discontinued for the duration of a Leave of Absence for Union Business.
  - 3. Employees on a Leave of Absence for Union Business will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
- G. 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.

## **ARTICLE 13-ATTENDANCE**

Attendance is tracked by the Human Resource Department on an annual basis for each employee. Punctual and regular attendance is an essential function of each employee at Chippewa Valley Schools. When an employee is absent, others must perform the work, which diminishes the smooth operation of Chippewa Valley Schools.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. The purpose of this article is to promote the efficient operation of the District and minimize unscheduled absences.

As indicated in Article 5-Seniority (D)3, any employee who fails to report to work without notification to his/her supervisor for a period of three (3) days or more shall lose his/her seniority and terminated their service with the Chippewa Valley School District.

## **ATTENDANCE-Cont'd.**

Employees are required to provide medical documentation to the Human Resources Department for more than three consecutive days of absences because of illness or injury and/or when illness occurs the day before or after a holiday/vacation break no later than the day they return to work. Medical documentation must verify a) the nature of the illness or injury, b) if and when the employee will be able to return to work, if applicable, and c) whether the employee is capable of performing his or her regularly scheduled duties, and if not, what restrictions the employee has. Without an acceptable excuse, the employee absence may be considered unauthorized/unexcused.

### **A. REPORTING REQUIREMENTS**

Employees are required to report all absences in AESOP and on the employee's timesheet. Absences shall be reported no later than two (2) hours prior to the employee's scheduled start time. Employees shall only call the substitute coordinator to report an absence after the required reporting time or in an emergency that does not allow the employee to call or report the absence in AESOP.

### **B. INCIDENTS OF ABUSE:**

Abusive Absences are defined as:

1. Unauthorized absence – any absence not preapproved per leave language in the employee's labor agreement.
2. Unpaid leave – Absences that exceed the employee's earned annual paid leave.
3. Sick leave/Personal Business days exceeding annual allotment per school year (based on the accrual per contract)
4. Patterns of absences
5. Consistent late call-ins (consistently calling absence after district cut-off time or a pattern of not providing enough advance notice for coverage of position)
6. Excessive absenteeism due to leaves of absences (other than FMLA approved leaves)

These absences may subject an employee to progressive discipline according to the steps listed below. Employees will not be subject to discipline for the use of accrued leave time pursuant to the applicable collective bargaining agreement except as stated within the applicable bargaining agreement.

Any otherwise qualified employee with a disability which requires additional leave time, sick or otherwise, will be provided a reasonable accommodation in accordance with the requirements of the Americans with Disabilities Act. Please contact the Human Resources Department as soon as practicable to request a reasonable accommodation.

### **C. NOTIFICATION OF ABSENCES:**

Seven (7) days (18/19 school year) and Five (5) days (19/20 school year) of abusive absences in a year is cause for a written notice notifying the employee that he/she is getting close to violating this article and if additional abusive absences occur it may result in disciplinary action.

## ATTENDANCE-Cont'd.

### D. STEPS OF DISCIPLINE:

#### STEP 1

Ten (10) days (18/19 school year) and Eight (8) days (19/20 school year) of abusive absences in the same year will be the basis of a written warning to be signed by the employee and put in the employee's personnel file. This written warning serves to notify the employee that they have violated this article and if there is an additional abusive absence it will result in further disciplinary action up to and including termination.

#### STEP 2

An additional abusive absence above the number of days listed in Step 1 in the same year may be the basis of a written reprimand to be signed by the employee and put in the employee's personnel file. This written reprimand serves to notify the employee that they have again violated this article and if additional abusive absences occur it will result in further disciplinary action up to and including termination. (*11 days (18/19); 9 days (19/20)*)

#### STEP 3

An additional abusive absence above the number of days listed in Step 2 above in the same year may be cause for a one-day suspension (without pay). (*12 days (18/19); 10 days (19/20)*)

#### STEP 4

An additional abusive absence above the number of days listed in Step 3 above in the same year may be cause for a three (3) day suspension (without pay). (*13 days (18/19); 11 days (19/20)*)

#### STEP 5

An additional abusive absence above Step 4 in the same year may be cause for termination of employment. (*14 days (18/19); 12 days (19/20)*)

### E. RIGHTS:

Application of this language to any particular absence will be handled on a case-by-case basis. Absences may be grouped as individual days or occurrences of time, depending on the individual case and matter. Human Resources also reserves the right to use its discretion in applying this language under special or unique circumstances.

Discipline is progressive and will be applied under this language. However, once disciplined under this language, for each school year of good attendance, thereafter, the discipline will regress one step for each year of compliance with the absence policy.

## ARTICLE 14 - DISCHARGE AND DISCIPLINE

- A. When the Employer deems it necessary to discipline/discharge an Employee, for just cause, the Employer shall inform the Employee and the Union of the allegation in writing in advance of a due process meeting. The Employee shall 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 refuse to sign the waiver, Union representation will be provided. At any time during the due process an employee can rescind their wavier of representation.
- B. The employer agrees upon the discharge or suspension of a seniority employee to notify in writing the President of the Association of the discharge or suspension.
- C. The discharged or suspended employee will be allowed to discuss the discharge with the Association representative of the department and the employer will make available an area where they may do so before said employee is required to leave the property of the employer. Upon request, the employer or its representative will discuss the discharge or suspension with the employee and the Association representative.
- D. If the seniority employee and Association representative believes the discharge or suspension to be improper, they must file a written request for a review of this matter to the Superintendent/Designee. This request must be filed within five (5) regularly scheduled working days after the discharge or suspension is received by the employee or Association Representative. A meeting to hear this matter shall be scheduled within ten (10) working days of the written request.
- E. The Superintendent/Designee shall give his/her answer within five (5) regularly scheduled working days after the hearing indicated in Section D above.
- F. If the answer is not acceptable to the seniority employee, the matter may be referred to the grievance procedure commencing at Step Three within five (5) working days of the answer given by the Superintendent/Designee.
- G. All concerns and complaints regarding any discharge or suspension of seniority employees must be processed as identified above; otherwise, it will not be a proper subject for the grievance procedure.
- H. No material derogatory to an employee's conduct, service, character or personality shall be placed in their personnel file unless the employee has had an opportunity to read such material. The employee shall acknowledge that the material has been read by affixing their signature to the actual copy to be filed with the understanding that such signature merely signifies that the employee read the material to be filed and does not necessarily indicate agreement with its contents. Exceptions to this policy will be made only in case of documents which are prepared for an arbitration hearing or which are a matter of public record or official Board action.

Upon the employee's written request to the Superintendent, letters of reprimand will be removed from the employee's personnel file five (5) years from date of inclusion in the file.



**DISCHARGE AND DISCIPLINE- Cont'd.**

- I. The employee shall have the right to answer any material filed and the employee's answer shall be attached to the file copy.
- J. The employee may examine their personnel file in the presence of the employer by appointment.

**ARTICLE 15 - 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.
- 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.

## **GRIEVANCE PROCEDURE- Cont'd.**

### **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.

### **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.

## **GRIEVANCE PROCEDURE- Cont'd.**

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.
  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.

## **GRIEVANCE PROCEDURE- Cont'd.**

- 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.
- 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 expeditiously 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 16 - 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 the Head Custodian rate once the employee has worked five (5) consecutive days of said work assignment and the pay will be retro to the first day worked. 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 custodian begins receiving the head custodial pay rate.

## **MISCELLANEOUS PROVISIONS- Cont'd.**

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. Employees hired after July 1, 2015 may be temporarily assigned within their job classification to another location within the District on an as needed basis due to District necessity (i.e. sub shortages, leaves, vacancies, etc.).
  - D. 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.
  - E. Any position that becomes vacant during the term of this Agreement will be posted to the membership first. If no one is interested the position may be filled by subcontracted staff.

## **ARTICLE 17- 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 18 - 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 19 - 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 20 - 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.
- 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.

## **EMPLOYEES RIGHTS AND RESPONSIBILITY- Cont'd.**

- 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 may be required to 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.

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.



## **EMPLOYEES RIGHTS AND RESPONSIBILITY - Cont'd.**

- 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 I 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. **Incident weather** Custodians, Maintenance, Mechanics and Food Handlers are to report to work when school is closed due to adverse weather conditions or any other conditions, unless notified not to work. Employees not reporting for their regularly scheduled work day will have deducted that day's salary with no seniority deduction. 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. If an employee absence is reported as sick or EPB, a medical note or documentation must be submitted in order to be paid. If an employee that is scheduled to work has a pre-approved absences (medical leave, vacation, personal business) the day is approved with pay if the employee has accrued time. Employees reporting to work do not have an option to use EPB or sick time for a portion of the scheduled day unless documentation is submitted. If an employee does not have work to do on a snow/cold day, per Supervisor approval they could be released from work as unpaid time.

Bus Drivers and Cafeteria employees will be paid for up to six (6) days when school is closed due to adverse weather conditions or any other conditions. Bus Drivers and Cafeteria employees may elect to use a personal business day from their annual allotment for school closures exceeding six (6) days by notifying the payroll department in writing no later than two days after the school closure. If notification is not received within this timeframe the day will be unpaid. Pre-approved sick or PB day are not paid

## **EMPLOYEES RIGHTS AND RESPONSIBILITY- Cont'd.**

days, if school closures are in excess of six (6) days unless the employee elects to these days by notifying payroll as indicated above.

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 if the training is required for the position and requires the passing of a test and the employee does not pass, all future expenses are the employee's responsibility.
- Z. A 457 plan will be available for eligible employees.

## **ARTICLE 21 -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 22 - 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 23- NEGOTIATIONS PROCEDURES**

- A. No later than 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 24- 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, 2018 and shall continue in full force and effect until midnight, June 30, 2020 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 11th day of June, 2018.

CHIPPEWA VALLEY SUPPORT  
PERSONNEL ASSOCIATION

CHIPPEWA VALLEY BOARD  
OF EDUCATION

By:   
Association President and Chairperson

By:   
President, Board of Education

By:   
MEA Representative

By:   
Chairperson Negotiation Committee

By:   
Negotiating Committee

By:   
Superintendent

By:   
Negotiating Committee

By:   
Negotiating Committee

By:   
Negotiating Committee

By:   
Negotiating Committee

By:   
Negotiating Committee

By:   
Negotiating Committee

## Schedule A

**Chippewa Valley Schools  
Employee Hourly Rate Scale  
July 1, 2018 through June 30, 2020**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
Custodian	\$12.19	\$12.72	\$13.26	\$13.79	\$14.32	\$14.85	\$15.39	\$15.92
Custodian II	\$15.49	\$16.26	\$17.03	\$17.80	\$18.58	\$19.35	\$20.12	\$20.89
Custodian Leader	\$16.14	\$16.90	\$17.66	\$18.42	\$19.18	\$19.93	\$20.69	\$21.45
Elementary Head Custodian	\$19.06	\$19.50	\$19.93	\$20.37	\$20.81	\$21.24	\$21.68	\$22.12
Middle School Head Custodian	\$19.32	\$19.78	\$20.25	\$20.71	\$21.17	\$21.64	\$22.10	\$22.56
High School Head Custodian	\$19.67	\$20.17	\$20.67	\$21.17	\$21.67	\$22.17	\$22.67	\$23.17
Skilled and General Maintenance Leader	\$22.86	\$23.81	\$24.76	\$25.72	\$26.67	\$27.62	\$28.58	\$29.53
Skilled Maintenance	\$20.80	\$21.66	\$22.53	\$23.40	\$24.27	\$25.14	\$26.01	\$26.88
General Maintenance	\$18.01	\$19.03	\$20.05	\$21.07	\$22.09	\$23.12	\$24.14	\$25.16
Grounds Leader	\$17.01	\$17.99	\$18.96	\$19.94	\$20.92	\$21.89	\$22.87	\$23.85
Grounds II	\$16.76	\$17.54	\$18.32	\$19.10	\$19.88	\$20.66	\$21.44	\$22.22
Groundsman	\$15.49	\$16.26	\$17.03	\$17.80	\$18.58	\$19.35	\$20.12	\$20.89
Warehouse/Head Custodian	\$18.31	\$18.98	\$19.65	\$20.32	\$20.99	\$21.66	\$22.33	\$23.00
Warehouse Helper	\$13.89	\$14.23	\$14.57	\$14.91	\$15.25	\$15.59	\$15.93	\$16.27
Laborer	\$11.66	\$12.19	\$12.72	\$13.25	\$13.79	\$14.32	\$14.85	\$15.38
Head Mechanic	\$19.55	\$20.60	\$21.64	\$22.68	\$23.72	\$24.76	\$25.80	\$26.85
Mechanic	\$18.01	\$19.03	\$20.05	\$21.07	\$22.09	\$23.12	\$24.14	\$25.16
Bus Driver	\$15.69	\$16.36	\$17.04	\$17.71	\$18.39	\$19.06	\$19.74	\$20.41
Central Kitchen Coordinator	\$14.34	\$14.79	\$15.23	\$15.68	\$16.13	\$16.57	\$17.02	\$17.46
Head Cook	\$13.29	\$13.73	\$14.18	\$14.62	\$15.06	\$15.51	\$15.95	\$16.39
Central Kitchen Assistant	\$11.72	\$12.23	\$12.74	\$13.26	\$13.77	\$14.28	\$14.80	\$15.31
High School Lead Server	\$11.72	\$12.23	\$12.74	\$13.26	\$13.77	\$14.28	\$14.80	\$15.31
Middle School Lead Server	\$11.42	\$11.85	\$12.28	\$12.71	\$13.14	\$13.57	\$13.99	\$14.42
Elementary Lead Server	\$11.21	\$11.63	\$12.04	\$12.46	\$12.87	\$13.29	\$13.70	\$14.12
Food Service Helper	\$11.20	\$11.49	\$11.78	\$12.06	\$12.35	\$12.64	\$12.92	\$13.21
Food Handler/Custodian	\$15.49	\$16.26	\$17.03	\$17.80	\$18.58	\$19.35	\$20.12	\$20.89

**Chippewa Valley Schools  
Negotiated Formula Distribution  
2018/19 and 2019/20 School Years**

For both the 2018/19 and 2019/20 school years, should enrollment and/or state unrestricted funding vary from estimates used for budgeting purposes, the following formula will be used to calculate amount to be distributed to employees as a lump sum payment. The lump sum payment will not be subject to retirement and will be reduced by FICA taxes. There will be no distribution for total distribution amounts below zero. If there is an unanticipated shift in categorical, grant and/or foundation allowance funding, the District and Association will meet to discuss the impact, if any, on the lump sum formula distribution.

**Formula:**

$$\text{Foundation Allowance} * (\text{Actual Blended Enrollment} - \text{Projected Blended Enrollment}) * 4\%$$

Plus

$$\text{Actual Blended Enrollment} * (\text{Actual Per Pupil Unrestricted Foundation Allowance} - \text{Projected Per Pupil Unrestricted Foundation Allowance}) * 4\%$$

Times 50% =

**Amount to be distributed to employees before taxes**

	2018/19	2019/20
Projected Blended Enrollment FTE	16,082	15,911
Projected State Unrestricted Funding Per Pupil	\$7,871	\$7,991

**Example 1:**

Actual Blended Enrollment FTE	16,000	16,000
Projected Blended Enrollment FTE	16,082	15,911
Actual State Unrestricted Funding Per Pupil	\$7,921	\$8,011
Projected State Unrestricted Funding Per Pupil	\$7,871	\$7,991
18/19 = $(\$7,921 * (16,000 - 16,082) * 6\%) + (16,000 * (\$7,921 - \$7,871) * 6\%) = -\$38,971 + \$48,000 = \$9,029$ @ 50% = \$4,515 to be distributed		
19/20 = $(\$8,011 * (16,000 - 15,911) * 6\%) + (16,000 * (\$8,011 - \$7,991) * 6\%) = \$42,779 + \$19,200 = \$61,979$ @ 50% = \$30,990 to be distributed		

**Example 2:**

Actual Blended Enrollment FTE	16,000	15,800
Projected Blended Enrollment FTE	16,082	15,911
Actual State Unrestricted Funding Per Pupil	\$7,901	\$8,051
Projected State Unrestricted Funding Per Pupil	\$7,871	\$7,991
18/19 = $(\$7,901 * (16,000 - 16,082) * 6\%) + (16,000 * (\$7,901 - \$7,871) * 6\%) = -\$38,873 + \$28,800 = -\$10,073$ @ 50% = \$0 to be distributed		
19/20 = $(\$8,051 * (15,800 - 15,911) * 6\%) + (15,800 * (\$8,051 - \$7,991) * 6\%) = -\$53,620 + \$56,880 = \$3,260$ @ 50% = \$1,630 to be distributed		

6/27/2018

Formula Distribution - 2019-20

# MESSA Choices/Choices II Medical Plan Highlights



1476 Kendall Blvd., P.O. Box 2566  
East Lansing, Michigan 48826-2566  
517.332.2561 • 800.252.4916  
www.messa.org

## Health Care Benefits for You and Your Covered Dependents

All services must be **medically necessary** and performed by a qualified provider.

	In-Network	Out-of-Network
<b>■ Annual Deductible</b> Applies to all services except specific preventive care services and prescription drugs (which are covered under your prescription drug program)	For your specific plan information, check the "My Benefits" link in the Member section of the home page at <a href="http://www.messa.org">www.messa.org</a> . This information is also available at your business office and in your collective bargaining agreement, if applicable.	
<b>■ Annual Out-of-pocket Maximum</b> Applies to copayments and coinsurance, except prescription drug copayments, which are subject to a separate out-of-pocket maximum. Charges above the approved amount and for services not covered under the medical plan are also excluded from the out-of-pocket maximum	\$1,000 Individual / \$2,000 Family <i>(plus your plan deductible)</i>	\$2,000 Individual / \$4,000 Family <i>(plus your plan deductible)</i>
<b>■ Lifetime Benefit Maximum</b>	Unlimited	Unlimited
Type of Service	In-Network Provider <i>(after deductible)</i>	Out-of-Network Provider <i>(after deductible)</i>
<b>Office Visits</b> <i>(except preventive and prenatal care)</i>	Various copayment options are available	80% of the approved amount
<b>Inpatient Hospital</b> <ul style="list-style-type: none"> <li>■ Semi-private room and board <i>(includes supplies and services)</i></li> <li>■ Physician charges</li> </ul>	100%	80% of the approved amount
<b>Surgical Services</b> <i>Includes: surgeon, assistant surgeon and anesthesiologist charges</i>	100%	80% of the approved amount
<b>Hospital Emergency Room (ER)</b> - <i>Copayment waived if admitted or due to accidental injury</i> <ul style="list-style-type: none"> <li>■ Hospital charges</li> </ul>	Various copayment options are available	Various copayment options are available
<ul style="list-style-type: none"> <li>■ ER physician charges</li> </ul>	100%	80% of the approved amount
<b>Urgent Care</b> - Copayment waived if services are required to treat a medical emergency or accidental injury	Various copayment options are available	80% of the approved amount
<b>Preventive Care</b> - <a href="http://www.messa.org/FreePreventiveCare">www.messa.org/FreePreventiveCare</a>  Services such as annual exams, screenings, childhood and adult immunizations and preventive drugs including contraceptives. Immunizations provided by a public health department or at a MESSA-sponsored event are considered in-network.	100% No deductible No copayment	Not Covered <i>(except for mammograms)</i>
<b>Chiropractic Services including Modalities</b>  Up to 38 visits <i>(combination of in-network and out-of-network visits)</i> per calendar year. Some providers may charge more than the approved amount for MESSA-specific benefits. Office visit copay may apply.	100%	80% of the approved amount

Over→



Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Diagnostic Lab and X-Ray	100%	80% of the approved amount
Radiation and Chemotherapy	100%	80% of the approved amount
Allergy Testing and Therapy	100%	80% of the approved amount
<b>Additional Covered Services</b> <ul style="list-style-type: none"> <li>■ Medical supplies and equipment</li> <li>■ Ambulance</li> <li>■ Hearing care (<i>plan limits apply</i>)</li> <li>■ Skilled nursing facility</li> <li>■ Hospice</li> <li>■ Home health care</li> <li>■ Human organ transplant - when authorized and performed at an approved facility (<i>plan limits apply</i>)</li> </ul>	100%	100% of the approved amount in-network deductible applies when there is no network for services
<b>Mental Health and Substance Abuse</b> <b>Outpatient Care</b> <ul style="list-style-type: none"> <li>■ Mental health care</li> <li>■ Substance abuse treatment</li> </ul>	Various copayment options are available	80% of the approved amount
<b>Inpatient Care</b> <ul style="list-style-type: none"> <li>■ Pre-authorization required</li> </ul>	100%	80% of the approved amount
<b>Outpatient Physical, Occupational, and Speech Therapy</b> Up to a combined benefit maximum of 60 visits per individual per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of the approved amount

■ **Medical Case Management (MCM)**

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through difficult times by providing flexibility, support and direct involvement in the management of their health care.

■ **Prescription Drug Coverage**

Group prescription drug coverage is included with this plan. MESSA prescription drug plans include a \$1,000 individual and \$2,000 family out-of-pocket maximum on prescription drug copayments. For your specific plan information, check the "My Benefits" link in the Member section of the home page at [www.messa.org](http://www.messa.org). This information is also available at your business office and in your collective bargaining agreement, if applicable.

■ **MESSA Help Lines - NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.336.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ **Covered Services and Approved Amounts**

**In-network providers** bill BCBSM and MESSA directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan copayment requirements.

**Out-of-network providers** may or may not bill BCBSM or MESSA directly. The member is responsible to the provider for any deductibles, coinsurance and **amounts that are in excess of the approved amount** for the service as predetermined by MESSA and BCBSM. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

**Additional Benefits for You**

Life Insurance	\$5,000	Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.
Accidental Death & Dismemberment Insurance (AD&D)	\$5,000	

Life and AD&D insurance underwritten by Life Insurance Company of North America.

This is a brief summary of the MESSA Choices/Choices II Plans. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800.336.0013.



# \$10/\$20 Prescription Drug Program

## AT-A-GLANCE

*What you need to know to make it work for you*

**1. Choosing generic drugs minimizes your out-of-pocket costs and helps stabilize rates for your group.**

Generic drugs are the chemical equivalent to brand name drugs and undergo the same FDA approval process.

You have a \$0 copayment for generic contraceptives as well as many other preventive medications required by federal law.

Your copayment is \$10 for up to a 34-day supply of other generic drugs.

If a generic is not available, you will be given a brand name drug with a \$20 copayment for up to a 34-day supply.

If a generic is available but you choose a brand name drug, you will pay the \$20 copayment plus the cost difference between the brand-name and generic drug.

This cost difference may be substantial.

For example:

BRAND	Protonix.....	\$145.80 for 34 days
GENERIC	Pantoprazole.....	\$ 92.10 for 34 days
	Cost difference .....	\$ 53.70
YOUR cost for choosing brand instead of generic is \$20 + \$53.70 = \$73.70!		
In no circumstance will you pay more than the cost of the drug itself.		

**Important Note:** When a member insists on a brand name drug when a generic is available and medically appropriate, the member must pay the appropriate copayment PLUS the difference in cost between the brand-name and generic drug.

**STOP LOSS:** For your protection this program includes a \$1,000 per member/\$2,000 per family annual copayment maximum. Some restrictions apply. For full details refer to the \$10/\$20 Drug Rider Booklet available at [www.messa.org](http://www.messa.org).

*The above is a brief summary of some of the plan highlights. For more information contact your local MESSA Field Representative at 800.292.4910.*

**2. Dispense as Written (DAW) will also cost you substantially more.**

If you have a current DAW prescription with remaining refills, or you're not sure, please contact your physician immediately.

If your physician writes DAW for a brand name when a generic is available, you could incur substantial costs. The physician can request an exception by calling the Pharmacy Clinical Help Desk. Consideration of an exception is based on documentation that the patient has tried the generic and it is not appropriate due to side effects or lack of efficacy.

**3. Use Preferred Rx™ Network Pharmacies.**

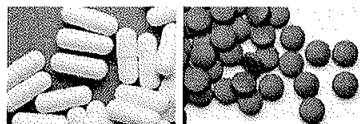
If you use an out-of-network pharmacy, prescriptions are reimbursed at 75% of the approved amount, minus your copayment.

**4. Save more by using a pharmacy in the 90-Day Retail/Maintenance Network.**

You can search for participating 90-Day Retail/Maintenance Network pharmacies in the \$10/\$20 Drug Program section at [www.messa.org](http://www.messa.org). Some restrictions may apply.

**You may also use Express Scripts** for convenient home delivery of your maintenance prescriptions up to a 90-day supply. Learn more at [www.messa.org](http://www.messa.org).

Both 90-day prescription services save you money by allowing you to pay only two copayments instead of three for each 90-day prescription.



### Success Steps

1. Choose generic drugs when available
2. Do not request Dispense as Written (DAW)
3. Use Preferred Rx™ Network Pharmacies
4. Use a participating 90-Day Retail/Maintenance Network pharmacy OR Express Scripts by Mail for maintenance prescriptions. You'll save a copayment on each prescription every 90 days

MES-5100  
Rev. 12/18/13  
Pr. 12/13 - 1 PDF



Good health. Good business. Great schools.

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# MESSA Saver Rx

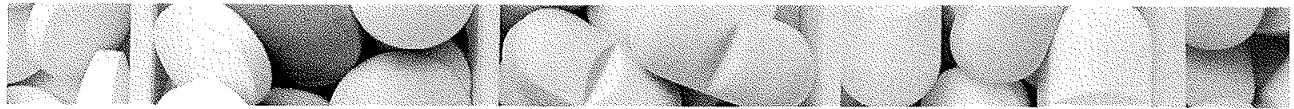
## BENEFITS AT A GLANCE

The **MESSA Saver Rx** drug program is designed to help MESSA members save money and stay healthy by providing discounted copayments on more than a hundred maintenance drugs prescribed for chronic conditions. **MESSA Saver Rx** will also reduce health care costs over the long term for our members and for their MESSA health plans by providing lower copayments for prescription drugs that are critical to managing chronic conditions and symptoms.

With **MESSA Saver Rx**, copayments range from \$0 to \$40 (and more than \$40 if a patient insists on purchasing a brand name when a generic is available and medically appropriate). **MESSA Saver Rx** provides many cost-effective strategies that help you save money by giving you the power to reduce your copayments and limit your out-of-pocket costs while supporting your good health. Talk with your doctor about generic options, including “therapeutic alternatives,” and ask for 90-day prescriptions for maintenance medications.

## 8 Ways to Save

- 1 FREE generic contraceptives for women as well as other free preventive medications mandated by federal law.
- 2 \$2 copayment for up to a 34-day supply of generic maintenance medications for specific chronic conditions and diseases, including more than a hundred generics used to treat asthma, diabetes, high blood pressure and high cholesterol.
- 3 \$10 copayment for up to a 34-day supply of all other generics.
- 4 \$10 copayment for up to a 34-day supply of Over-the-Counter (OTC) medications used to treat heartburn and seasonal allergies. A prescription for the OTC drug is required and must be presented and filled at the pharmacy counter in order to be covered. You pay only a \$10 copayment and the pharmacy will bill your health plan. Covered OTC drugs are: Allegra®, Allegra D®, Prilosec®, Prevacid®, Zegerid®, Claritin®, Claritin D®, Zyrtec® and Zyrtec D®.
- 5 \$20 copayment (reduced from \$40) for up to a 34-day supply for specific brand name maintenance drugs used to treat diabetes and asthma. For diabetes, covered drugs are Insulin and Glucagon emergency kits. For asthma, covered drugs are fast-acting and long-lasting inhalers and Zyflo® and Zyflo CR®.
- 6 \$40 copayment for up to a 34-day supply of brand name drugs when no generic exists. You can reduce your brand name copayment by asking your doctor for a 90-day prescription and about generic “therapeutic alternatives.”
- 7 Whenever possible choose generics. There is a \$40 copayment plus the difference between the BCBSM-approved amount and the retail cost of the drug (which can be substantial) when the patient insists on a brand name drug when a generic is available and medically appropriate.
- 8 Save with a 90-day retail network pharmacy or Express Scripts by mail. Most Michigan pharmacies participate in the BCBSM/MESSA 90-day retail network. Fill a 90-day prescription and only pay two copayments—saving a full copayment every three months. Important note: See #7 above.  
  
Similar to purchasing from a 90-day retail network pharmacy, Express Scripts provides a 90-day supply (with a 90-day prescription) for the price of two copayments. Full details on mail order purchasing are available in the Pharmacy/Prescriptions area at [www.messa.org](http://www.messa.org). Important note: See #7 above.



## MESSA Saver Rx:

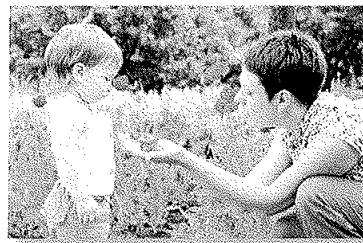
### *Important Notes and Additional Information*

1. Prescriptions are free for women's generic contraceptives, select smoking cessation products (subject to certain requirements) and other preventive medications mandated by federal law.
2. There are more than a hundred generic prescription drugs that are eligible for the \$2 copayment provision in **MESSA Saver Rx**. The list can change daily as new generics come to market. Because of the large size of the list and its quick-changing nature, as a member convenience MESSA defines the list of drugs eligible for the \$2 copayment based on the medical condition and by large "therapeutic classes" of generics. The conditions and therapeutic classes are listed below:
  - a. Asthma
    - Sympathomimetic agents
  - b. Diabetes
    - Antidiabetic agents
  - c. High blood pressure, high cholesterol and coronary artery disease
    - ACE Inhibitors
    - Alpha Beta Blockers
    - Beta Blockers
    - Calcium Channel Blockers
    - Cardiac Drugs, NEC
    - Loop Diuretics
    - Potassium Sparing Diuretics
    - Thiazide Diuretics
3. Patients cannot combine a coupon or other manufacturer offer with Over-the-Counter drugs (Allegra, Allegra D, Prilosec, Prevacid, Zegerid, Claritin, Claritin D, Zyrtec and Zyrtec D) covered by the \$10 copayment. A prescription for the OTC drug is required and must be presented and filled at the pharmacy counter in order to be covered. This list may be updated over time due to market changes.
4. MESSA Saver Rx includes an annual \$1,000 per person/\$2,000 per family copayment maximum. When a generic is available and the member insists on the brand name drug, the charges above the \$40 brand name copayment do not count toward the annual maximum.
5. Plan coverage is available at out-of-state pharmacies associated with Express Scripts. If a member is outside of Michigan and needs to fill a prescription, she should call ahead or ask the pharmacists to make sure the pharmacy participates with Express Scripts. MESSA members can also search for a participating pharmacy at [www.messa.org](http://www.messa.org) or call the MESSA Member Service Center at 800.336.0013.
6. If a member's physician writes DAW for a brand name when a generic is available, the member could incur substantial costs above the copayment amount. The physician may request an exception for the patient to take the brand name by submitting documentation that the patient has tried the generic and it is not appropriate because of side effects or because it is ineffective.

The information in this program overview of the **MESSA Saver Rx** plan is intended to be general in nature and not definitive. If you have specific questions about plan coverage under **MESSA Saver Rx**, please call MESSA's award-winning Member Service Center at 800.336.0013.



Good health. Good business. Great schools.



MESSA • 1475 Kendale Boulevard • P.O. Box 2560 • East Lansing, MI 48826-2560 • 517.332.2581 • 800.292.4910 • [www.messa.org](http://www.messa.org)

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rev. 8/25/14  
• 1/26/15 • 2500



# MESSA<sup>®</sup>

Good health. Good business. Great schools.

## MESSA Saver Rx Drug Program

### Free Preventive Medication List

Effective Sept. 30, 2014, MESSA will cover medications in the drug categories listed below with NO MEMBER COST SHARE, subject to age and gender requirements. In some cases, special rules for dispensing also apply. **All medications require a prescription from your doctor, including covered over-the-counter (OTC) medications.**

Covered Medications (A prescription is required for all)	Age and Gender Requirements
<b>Aspirin</b> – Generic OTC - 81 mg and 325 mg	To prevent cardiovascular events in men ages 45 to 79 and women ages 55 to 79
<b>Breast Cancer Prevention</b> – Generic tamoxifen and Generic raloxifene	For primary prevention of breast cancer in high-risk women age 35 years or older (special rules apply)
<b>Fluoride</b> – Generic prescription products - .25 mg and .5 mg drops and tablets	Children 6 months through 5 years
<b>Folic Acid</b> – Generic OTC products - 0.4 and 0.8 mg	Women only
<b>Iron Supplements</b> – Generic OTC products - 15 mg drops	Children ages 6 to 12 months who are at risk for iron deficiency anemia
<b>Smoking Cessation Support</b> – Generic OTC patches, gum and lozenges; specific prescription medications	Adults age 18 and older (special rules apply)
<b>Vitamin D</b> – Generic OTC products	Men and women age 65 and older
<b>Women’s Contraceptive Coverage</b> <ol style="list-style-type: none"> <li>1. Barrier contraception – i.e., caps, diaphragms</li> <li>2. Hormonal contraception – oral, transdermal, intravaginal, injectable (generic)</li> <li>3. Emergency contraception</li> <li>4. Implantable medications</li> <li>5. Intrauterine contraception</li> <li>6. OTC contraceptives</li> </ol>	Women only

**If you have questions about your eligibility for this coverage, call MESSA’s East Lansing-based Member Service Center at 800.336.0013.**

## MESSA Saver Rx – List of Generic Drugs Eligible for the \$2 Copayment

This list is organized by medical condition and will change as brand names come off patent and new generic drugs become available. If you do not see your medication listed below or encounter issues filling your prescription at your pharmacy, please contact MESSA's Member Service Center at 800.336.0013.

This list is current as of February 2016.

### High Blood Pressure/Coronary

Acebutolol	Eplerenone	Nicardipine
Amiloride	Eprosartan (600 mg only)	Nifedipine
Amiloride / Hydrochlorothiazide (HCTZ)	Felodipine	Nimodipine
Amlodipine	Fosinopril	Nisoldipine
Amlodipine / Atorvastatin	Fosinopril / Hydrochlorothiazide (HCTZ)	Nitroglycerin
Amlodipine / Benazepril	Furosemide	Papaverine
Atenolol	Guanfacine	Perindopril
Atenolol / Chlorthalidone	Hydralazine	Pindolol
Benazepril	Hydralazine/ Hydrochlorothiazide (HCTZ)	Prazosin
Benazepril / Hydrochlorothiazide (HCTZ)	Hydrochlorothiazide	Propranolol
Betaxolol	Indapamide	Propranolol / Hydrochlorothiazide (HCTZ)
Bisoprolol	Irbesartan	Quinapril
Bisoprolol / Hydrochlorothiazide (HCTZ)	Irbesartan / Hydrochlorothiazide (HCTZ)	Quinapril / Hydrochlorothiazide (HCTZ)
Bumetanide	Isosorbide	Ramipril
Candesartan	Isradipine	Reserpine
Candesartan / Hydrochlorothiazide (HCTZ)	Labetalol	Sotalol
Captopril	Lisinopril	Spiroonolactone
Captopril / Hydrochlorothiazide (HCTZ)	Lisinopril / Hydrochlorothiazide (HCTZ)	Spiroonolactone / Hydrochlorothiazide (HCTZ)
Carvedilol	Losartan	Telmisartan
Chlorothiazide	Losartan / Hydrochlorothiazide (HCTZ)	Telmisartan / Hydrochlorothiazide (HCTZ)
Chlorthalidone	Methylothiazide	Terazosin
Cilostazol	Methyldopa	Ticlopidine
Clonidine	Methyldopa / Hydrochlorothiazide (HCTZ)	Timolol
Clonidine / Chlorthalidone	Metolazone	Torsemide
Clopidogrel	Metoprolol	Trandolapril
Digoxin	Metoprolol / Hydrochlorothiazide (HCTZ)	Trandolapril / Verapamil
Diltiazem	Minoxidil	Triamterene / Hydrochlorothiazide (HCTZ)
Dipyridamole	Moexipril	Valsartan
Doxazosin	Moexipril / Hydrochlorothiazide (HCTZ)	Valsartan / Hydrochlorothiazide (HCTZ)
Enalapril	Nadolol	Verapamil
Enalapril / Hydrochlorothiazide (HCTZ)	Nadolol / Bendroflumethiazide	

### Asthma

Albuterol  
Azelastine  
Budesonide  
Cromolyn  
Flunisolide  
Fluticasone  
Ipratropium  
Ipratropium / Albuterol  
Levalbuterol  
Triamcinolone  
Zafirlukast

### High Cholesterol

Amlodipine / Atorvastatin  
Atorvastatin  
Cholestyramine  
Cholestyramine Light  
Colestipol  
Fenofibrate  
Fenofibrate Acid  
Fluvastatin  
Fluvastatin ER  
Gemfibrozil  
Lovastatin  
Pravastatin  
Simvastatin

### Diabetes

Acarbose  
Chlorpropamide  
Glimepiride  
Glipizide  
Glipizide / Metformin  
Glyburide  
Glyburide / Metformin  
Metformin  
Nateglinide  
Pioglitazone  
Pioglitazone / Glimepiride  
Pioglitazone / Metformin

### Diabetes (cont.)

Repaglinide  
Repaglinide / Metformin  
Tolazamide  
Tolbutamide



# MESSA ABC Plan 1

## Medical plan highlights



**MESSA Account:** Chippewa Valley Schools

**Effective Date:** 7/1/2018

1475 Kendale Blvd. PO Box 2560  
 East Lansing, Michigan 48826-2560  
 517.332.2581 • 800.292.4910

**Employee Group:** PROPOSED

### In-network health care benefits for you and your covered dependents

All services must be **medically necessary** and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>● <b>Annual deductible</b>                      The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>Single coverage: \$1,350</p> <p>2-Person &amp; Family coverage: \$2,700</p> <p><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i></p> <p><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p>
<p>● <b>Coinsurance</b>                      A fixed percentage you pay for a medical service.</p>	<p>0%</p>
<p>● <b>Prescription drug coverage</b>                      Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, prescription copayments and coinsurance apply.  <i>See Free preventive prescriptions below.</i></p>	<p>3-Tier Rx                      with mandatory mail</p>
<p>● <b>Annual out-of-pocket maximums</b>                      The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>Single coverage: \$3,350</p> <p>2-Person &amp; Family coverage: \$6,650</p>
In-network services covered at no cost to you	
<p><b>Free preventive prescriptions</b>                      MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p>	
<p><b>Preventive care and prenatal care</b>                      Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p>	

In-network services subject to deductible and applicable coinsurance	
Online doctor visit through Blue Cross Online Visits	Urgent care
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
Hearing care Hearing related services performed by an M.D. or D.O.	Acupuncture Must be performed by an M.D. or D.O.
Diagnostic lab and X-ray	Radiation and chemotherapy
Allergy testing and therapy	Bariatric surgery
Mental health and substance abuse - inpatient and outpatient care	Ambulance
Medical supplies	Durable medical equipment (DME)
Prosthetics and orthotics	Home health care
Skilled nursing facility Up to a maximum of 120 days per calendar year.	Human organ transplant Must be performed at an approved facility.

### Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Express Scripts Pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to [messa.org](http://messa.org) to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346

### Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BlueCard Worldwide Program. You may want to visit the BlueCard Worldwide program's website ([www.bluecardworldwide.com](http://www.bluecardworldwide.com)) to find in-network providers prior to your departure.

### Covered services and approved amounts

**In-network providers** bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

**Out-of-network providers** may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

*Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.*

### Life and accidental death & dismemberment insurance

Life insurance: \$5,000 for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 for you.

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment ends, whichever comes later.

*Life and AD&D insurance underwritten by Life Insurance Company of North America.*



**LETTER OF AGREEMENT**  
**Between**  
**Chippewa Valley Schools (CVS)**  
**And**  
**Support Personnel Association (C.V.S.P.A.)**

---

The parties agree to the following:

The Chippewa Valley School District will post for seasonal sub custodian positions, minimally 18/years old for assistance in the building during the months May – August for the 2016-17 and 2017-18 school years. The sub custodians will be hired by purchasing their service from a sub contract company and be paid at a rate less than Step 1 of the Custodian payscale. The sub custodians shall be considered temporary employees. He/she shall not acquire seniority.

This agreement will not set precedence for any other situation now or in the future.



Mr. Russell Maranzano  
Director of Human Resources



Date



Ms. Debbie Hall  
President CVSPA



Date

RM;dl

Letter of Agreement  
between  
Chippewa Valley Schools  
and  
Chippewa Valley Support Personnel Association

Effective August 6, 2015, it was agreed that the district will create two new positions under the classification of Laborer and will accrue seniority as a Laborer.

These positions will perform duties both as a Custodial and Grounds person. The laborer will tentatively function as a grounds person from April to November and as a Custodial from November to March. If needed by administration, the person may be asked to fluctuate between the grounds and custodian positions if there is a specific job or need that may arise.

The work schedule is 6:00a.m.-2:30p.m. Monday thru Friday. The schedule may be changed periodically if there is a specific project to be done that requires a different time schedule.

The rate of pay for this position will be the Laborer payscale.

Additional requirements for this position are:

- Being available to plow now
- Obtain a chauffer's license and possible CDL license in the future.

This agreement will be in effective until June 30, 2018 and may be modified and/or renewed by mutual consent of both parties.

 6/1/16

Russell Maranzano  
Director of Human Resources

 6/1/16

Dawn Leone  
Human Resources Supervisor

 6-1-16

Debbie Hall  
CVSPA President

LETTER OF AGREEMENT  
Between  
CHIPPEWA VALLEY SCHOOLS  
And  
CHIPPEWA VALLEY SUPPORT PERSONNEL ASSOCIATION

Effective July 1, 2015, it is agreed that applicants for Head Custodian positions will be considered based on the following guidelines:

Criteria for eligibility to be considered as a candidate for a head custodian position in Chippewa Valley Schools prior to moving forward for testing and interview is as follows:

Custodial Experience: Minimally (4) years custodial experience.

- Minimum (2) two years of CVS custodial experience
- Combined (4) years internal and external work experience

Evaluations: Minimally, no more than (1) one unsatisfactory in a (4) four year period.

---

Applicants meeting criteria will move to the Testing for a total of 150 points.

<u>Skill Test:</u>	Electrical Board	Passing at 80%
	Plumbing	Passing at 80%
	Written/Detail	Passing at 80%

Interview: Candidates move to the interview if all the above is met.  
19 questions regarding work experience, leadership, motivation and training.  
57 correct answers. Passing at 80%

---

Applicants will be given additional points to determine the most qualified candidate:

Maximum points = 16

1. 4 Pts. Head Custodian Experience: 0-4 points per year
2. 4 Pts. Leadership/Initiative/Motivation
  - Willing to be a sub on the rotation list for Head Custodian vacancies
  - Excepting overtime
  - Ability to move to school buildings based on need.
  - Ability to accept additional assignments and in other departments based on need
3. 4 Pts. Attendance: Satisfactory for (4) four years
  - Unapproved and not documented over (5) sick days is considered excessive will deduct (1) point per year.
  - More than (3) three approved Personal Business days per year will deduct (1) point per year
  - Absences determined as a pattern will deduct (1) point per year.
  - Annual Leave and documented EPB will not be counted

4. 4 Pts. Professional Appearance
- Wearing clean and good condition custodial uniform
  - Good Representation in Appearance

Russell Maranzano 6-25-15  
Russell Maranzano Date  
Director of Human Resources

Jan Golitko 6-25-15  
Jan Golitko Date  
Human Resources Supervisor

Debbie Hall 6-25-15  
Debbie Hall Date  
CVSPA

Larry Wilk 6-25-15  
Larry Wilk Date  
CVSPA

Don Papak 6-24-15  
Don Papak Date  
CVSPA

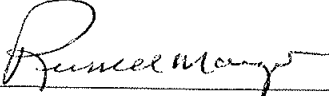
Support MOU Head Custodian Screening

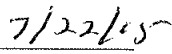
LETTER OF AGREEMENT  
BETWEEN  
CHIPPEWA VALLEY SCHOOLS  
CHIPPEWA VALLEY SUPPORT PERSONNEL ASSOCIATION

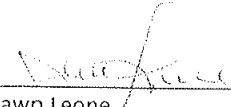
Effective August 1, 2015, it is agreed the applicants hired for Custodian positions with maintenance of pool areas responsibilities will follow these guidelines:

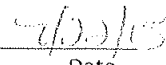
A custodian hired for the 3<sup>rd</sup> shift at Chippewa Valley and/or Dakota High Schools, whose responsibilities include maintaining of the pool areas at each building will have "suspended transfer rights" for a period of 3 years from their date of hire. The custodian will be required to earn a CPO certificate, with the district covering the cost. If the custodian requests and is granted a transfer after the 3 year period, they will remain in their current position until a new replacement person is hired. Because of the additional training required for the position, the employee will earn an additional 25 cents per hour increase in compensation.

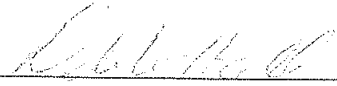
This agreement does not apply if the custodian described above applies and is selected for a position considered to be a promotion.


  
\_\_\_\_\_  
Russell Maranzano  
Director of Human Resources

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dawn Leone  
Human Resources Supervisor

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Debbie Hall  
CVSPA

  
\_\_\_\_\_  
Date