



# CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue  
Clinton Twp., MI 48038

## MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS  
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY  
SECRETARIAL / CLERICAL

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

**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 "Board" and the Chippewa Valley Chapter of the Local Number 1884, Chippewa Valley Secretarial Union, affiliated with Council 25 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union."

### Purpose and Intent:

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its Employees (secretary/clerk) and to provide for the operation of the Employer's business under methods which will further the safety of the Employees, economy and efficiency, elimination of waste, realization of maximum quality and quantity of output, cleanliness, protection of property and avoidance of interruption of services and to promote orderly and peaceful labor relations for the mutual interest of the Employer and secretarial/clerical Employees and the school children of the Chippewa Valley Schools.

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 Public Employment Relation Act of 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of those Employees of the Board in the bargaining unit herein described. The bargaining unit includes all permanent, full-time, and part-time (20 hours or more) secretarial/clerical/accounting/video display terminals/cathode ray tubes (VDT/CRT) personnel, excluding but not limited to: Secretaries to the Superintendent, Assistant Superintendents, Secretary to Executive Director of Human Resources, certified and professional Employees, temporary Employees, substitute secretaries/clerks, teacher-school-cafeteria aides, part-time secretarial/clerical Employees (20 hours or less) as well as any other non-certified and certified personnel not herein named.

It is recognized that in the performance of the Employee's duties, in addition to using telephone, typewriter and varied office machines, Employees will also be using VDT/CRT and computers.

- B. If at any further date a new position is created in the bargaining unit, the Employer will place said position in the proper classification after it has discussed and/or negotiated the classification and the rate of pay for this position with the Union.
- C. The term "Employee" or "Secretary/Clerk" when, used herein shall, refer to Employees included in the unit for bargaining as set forth in the paragraph above.
- D. The term "Board" when used herein shall refer to the Chippewa Valley Board of Education.

- E. The terms "Designee, Employer or Administrator," when used herein, shall refer to administrators who may be authorized by the superintendent or the Chippewa Valley Board of Education.
- F. If any provisions 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.

## **ARTICLE 2 - UNION SECURITY**

- A. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any Employee in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any Employee because of the Employee's membership in the Union or participation in collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this agreement, and that the rights granted to the Employee in this agreement are in addition to those provided in the above mentioned statutes and Constitution.

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

- B. To the extent that the laws of the State of Michigan permit, it is agreed that:
  - 1. Employees covered by this agreement and who are members of the Union shall be required to continue membership in the Union for the duration of this agreement.
  - 2. Employees covered by this agreement who are not members of the Union shall be required to become members of the Union, or pay a service fee, (not including initiation fees, reinstatement fees, assessment, fines, penalties, etc.) to the Union, which shall be up to but not to exceed the amount equal to the Union's monthly dues.
  - 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this agreement, shall become members of the Union, or pay an equivalent service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.). Dues retroactive to date of hiring plus the current month's dues will be charged to an Employee who wishes to join the Union and who has been employed for more than a thirty (30) day period.
  - 4. If the Employee chooses not to exercise the payroll deduction for Union dues option, then monthly dues or the equivalent service fee (not including initiation fees, reinstatement fees, assessment fees, fines, penalties, etc.) shall be paid on or before the tenth (10th) day of the month in which they fall due.
  - 5. Employees who shall tender the periodic dues uniformly required shall be deemed to meet the conditions of this Article.
  - 6. Employees who do not elect to become members of the Union shall pay, in lieu of initiation fee and periodic dues, uniformly required, a service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) which shall be up

to but not to exceed the amount equal to the regular monthly dues. They shall then be deemed to meet the conditions of this Article.

7. Such "conditions of employment" shall become effective on the effective date of the contract or employment. Any Employee not wishing to become a member shall as a condition of continued employment pay a service charge up to but not to exceed the amount equal to the amount of the monthly dues as a service fee to the local Union on or before the thirtieth day following date of contract or employment.
8. Employees shall be deemed to be in compliance with the meaning of this Article if they are not more than sixty (60) working days in arrears in payment of membership dues or service fees.
9. The Employer shall be notified in writing by the Union of any Employee who is sixty (60) working days in arrears in payment of membership dues or service fees.
10. If an Employee covered by this agreement fails to comply with provisions of this Article at the conclusion of the grace period of sixty (60) working days referred to in Section 9 above, upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such Employee providing due process has been granted to the Employee.
11. The Local Union Chapter 1884, and its affiliate Council 25, of the American Federation of State, County and Municipal Employees, shall indemnify and save the Board and all administrators harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
12. The Union shall, when the Board or administrators is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Union and its affiliate, Council 25.
13. Employees will be required to pay Union dues or service fee for the months worked (i.e., ten (10) month Employees pay dues or fees for ten (10) months worked, twelve (12) month Employees for twelve (12) months worked.

### **ARTICLE 3 - UNION DUES AND CHECK OFF**

- A. The Employee may sign a membership due (not including fines and assessments) or service fees authorization form to have dues or service charges deducted by the Payroll Department thirty (30) days following the Employee's date of hire or the Employee may pay the same directly to the Union. This form will be provided by the Employer at time of hire.
- B. All Employees who have voluntarily signed Union Dues or Service Fees Authorization forms for payroll deduction and all who later voluntarily sign Union Dues Authorization forms for payroll deduction shall continue to have dues deducted monthly for the duration of this contract. See Appendix A for example of "Authorization for Payroll Deduction" form.



1. The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card provided by the Union agreeing to this contribution.
- C. Deductions shall be paid to the designated financial officer of the local Union. The Employer shall have no responsibility for the collection of initiation fees, special assessments and/or any other deduction not authorized.
- D. After receipt of the dues deduction authorization form, the Employer shall deduct dues from the first pay period of the following month and each month thereafter.
- E. Deductions for any calendar month shall be remitted to the Union as soon as possible after the 10th of the following month.
- F. The Union agrees the Board/Employer is free from liability for the funds deducted as dues, except to issue a check for the amount collected in the name of the Union for dues deducted.
- G. The Union will protect and save the Board/Employer harmless from any and all claims, demands, suits, and other forms of liability for reasons of action taken by the Board/Employer for the purpose of complying with this Article.
- H. If an Employee is separated before Union dues have been deducted from the Employee's paycheck, the Employer will have no obligation to collect any outstanding dues.
- I. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.
- J. In cases when a deduction is made that duplicates a payment that an Employee already has made to the Union or in any other situation that a refund is demanded, said refunds will be made by the Union local.
- K. The Union shall notify the Employer in writing of any membership dues or service fees certified by the Union as uniform dues or service fees required of the bargaining unit member.

#### **ARTICLE 4 - REPRESENTATION**

- A. Union officers shall include a chapter chairperson and a chief steward. The Union (secretarial/clerical Employees) shall be represented by one (1) steward for each of the groups listed below:
  1. Central Office
  2. High School Complex
  3. Other school buildings combined
- B. It will be the responsibility of the chapter chairperson to notify the superintendent/designee of the election of the chief steward and stewards within ten (10) days after the election and such changes as may occur from time to time in such personnel so the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

- C. The chief steward, stewards and/or the chapter chairperson, with advance authorization from the superintendent/designee, may investigate and present grievances beyond Step 2 without loss of pay for up to two (2) hours per day. Time taken shall not impair the efficiency of the chief steward or chapter chairperson or other Employee's jobs. The chief steward or chapter chairperson must notify the immediate supervisor prior to the beginning of an approved investigation or presentation of a grievance.
- D. If the chief steward and/or chapter chairperson is required to go into another building other than her/his own in the handling of a grievance, the principal/administrators 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 responsibilities of the above mentioned chief steward and/or chapter chairperson 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 Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activities will be postponed.
- E. Except as set forth above, or herewith, no steward or any other Employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the Employer.
- F. The Board will negotiate wage rates on new positions subject to:
  - 1. The Union will be advised of the position and proposed wage rate and will within five (5) working days, advise the Employer if it desires to negotiate a different wage rate.
  - 2. If negotiations do not result in mutual agreement on wage rate within ten (10) working days, the Employer shall exercise normal recruitment procedures to fill the position at its proposed rate. In event the Employer is unable to fill the position at its wage rate, it will renegotiate the rate with the Union or modify the duties of job requirements. In this event, it would be considered a new position and this procedure repeated.

#### **ARTICLE 5 - EMPLOYEES RIGHTS AND RESPONSIBILITIES**

- A. Upon proper application, the Board may allow the Union to hold official meetings on the premises and the Union will reimburse the Board for any services which it may have to render because of such meetings.
- B. Employees are expected to fulfill the duties of their job description.
- C. In order to provide continuing health protection for students, it shall be the policy of the Employer that:
  - 1. All physicals required by the Board will be at the expense of the Board.
  - 2. All Employees must have a valid tuberculin skin test or chest X-ray if required. A certificate of freedom from tuberculosis must be filed with the Human Resources 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.

- D. No material derogatory to an Employee's conduct, service, character or personality shall be placed in the Employee's 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 the Employee's 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.
- E. The Employee shall have the right to answer any material filed and the Employee's answer shall be attached to the file copy.
- F. The Employee shall request an appointment with Human Resources Department to examine the Employee's personnel file with a Human Resources representative.
- G. Materials shall be removed from the personnel file if and when an Employee's claim that such material is inaccurate is sustained through the grievance procedure.

#### **ARTICLE 6 - BOARD RIGHTS**

- A. The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board/Employer and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific terms of this agreement.
- C. Except as expressly provided otherwise in this agreement, determination and administration of school policy, the operation and management of the schools and the direction of Employees are vested exclusively in the Board/Employer.

#### **ARTICLE 7 - CONCERTED ACTIONS**

During the term of this agreement, neither the Union nor any person acting on its behalf, will cause, authorize, support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from the Employee's 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.

## **ARTICLE 8 - SPECIAL CONFERENCES**

- A. There may be established under this Article a closed forum, hereinafter called "Special Conference." It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.
- B. Special conferences for important matters will be arranged by the chapter chairperson and the Employer by mutual consent of the parties. The Union may appoint not more than four (4) members and/or council or international representatives to represent their organization and the Employer may have a like number, if it so desires. Such meetings shall be between at least two (2) representatives of the Employer and of the Union.
- C. Arrangements for the conferences shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference. The agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged violation of a specific Article or Section of this agreement. Any grievance or dispute concerning wages, hours, working conditions which may arise between the parties of this agreement concerning the application, meaning or interpretation of this agreement shall be settled in the following manner, except as otherwise prohibited herein.
- B. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process, especially in the case of discipline. All time limits herein shall consist of working days unless otherwise specified.
- C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be extended by mutual consent of the parties in writing. In the event that the Union or Employee fails to appeal a grievance within the time limits stated in this procedure, the grievance shall be deemed abandoned or settled on the basis of the Board of Education's last written answer. In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step of the grievance procedure.
- D. On the "Statement of Grievance" form furnished by the Union, the Employee will indicate whether or not the Employee wants Union representation at the grievance hearings. The Employer agrees to supply all information which the Union requests to process any grievance or complaint.
- E. Grievances regarding disciplinary action shall begin at Step 2 of the grievance procedure.

### **STEP ONE**

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

with the objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate administrator may give an answer verbally to the Employee.

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

## STEP TWO

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

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

## STEP THREE

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

## STEP FOUR

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

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

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

## Authority of the Arbitrator

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

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

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

- F. Any written agreement reached between the Employer and the Union is binding on all Employees affected and cannot be changed by an individual.
- G. The grievant must be present at any and all grievance hearings, unless it is agreed by both parties to postpone the grievance hearing.
- H. If the chief steward is unable to attend the grievance hearing as indicated in the grievance steps because of extenuating circumstances, then the chapter chairperson may attend in place of the chief steward.
- I. It is understood that grievance problems will be handled at times other than when the Employee is at work, whenever possible. If, in the handling of a grievance, it becomes necessary for the steward and/or chapter chairperson to leave work, permission shall first be obtained from the supervisor or principal. The privilege of chief steward or chapter chairperson leaving work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance. This will be done as expediently as possible with as little interruption of work as possible. They must not leave their workstations unattended unless permission has been granted. This privilege will not be abused.
- J. All arbitration hearings shall be held in the school district whenever possible.

#### **ARTICLE 10 - DISCIPLINE**

- A. When the Employer deems it necessary to discipline an Employee, the Employer shall inform the Employee and the Union of the allegation in writing in advance of a due process meeting. The Employee may request Union representation. Employees who opt not to have Union representation shall sign a waiver of representation prior to any due process meeting. In the event an Employee opts not to have Union representation and refuses to sign the waiver, Union representation will be provided. The disciplined Employee will be allowed to discuss the disciplinary action with the chief steward and chapter chairperson in a private conference room on the Employer's property.
- B. If the Employee or Union representative believes the disciplinary action to be improper, the Employee or Union must file a written grievance, which will automatically begin at Step 2 of the grievance procedure and will be subject to the provisions of the grievance procedure in Article 9.

## **ARTICLE 11 –PROBATIONARY EMPLOYEES**

- A. Probationary Employees shall be on probation for a period not less than sixty (60) not more than one-hundred-twenty (120) working days as established for their positions. Upon completion of the probationary period, seniority shall be reverted to the hire date within the bargaining unit. The probation may be extended for any absences during said probationary period by the amount of said absences. The following provisions shall apply to all probationary Employees:
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, outside temporary/substitute Employees.
  3. Probationary Employees shall not be eligible for Union membership for the first sixty (60) working days of employment. If the probationary period is extended, the Employee will not be represented by the Union for discipline or discharge.
  4. The Union shall represent probationary Employees only 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 and if the Employee is discharged or disciplined for Union activity.
  5. Probationary Employees shall not be eligible for leave days, except that accumulated leave days shall be granted an Employee upon the completion of their probationary period.
  6. Probationary Employees will only be eligible for fringe benefits effective on the first day of the month following the successful completion of the Employee's probationary period.
  7. The probationary period may be extended upon mutual agreement between Union and management.
  8. A probationary Employee shall not apply for any vacancy until the Employee has satisfactorily completed the probation period.

## **ARTICLE 12 - SENIORITY**

- A. An Employee shall lose seniority and terminate employment if the Employee:
1. Voluntarily leaves employment.
  2. If absent for three (3) working days in any one (1) year without notifying the Employer. Such absence shall result in automatic discharge except for proven emergencies, and the Employee shall be so notified by mail at the Employee's last known address.
  3. If the Employee does not return to work when recalled from layoff as set forth in the agreement.

4. Employee is discharged and discharge is not reversed through the grievance procedure.
  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 seven (7) years.
  8. If the Employee gives false reasons for a leave of absence or engages in any other employment during such leave without the permission of the Employer.
  9. Any Employee who falsifies information on the Employee's application for employment even if the falsity may come to light sometime after the Employee's date of hire or date of acquiring seniority.
- B. Seniority shall be the Employee's effective date of hire into the bargaining unit in a permanent position.
- C. Seniority from outside the bargaining unit into the bargaining unit will not be allowed.
- D. Seniority shall be reduced by the amount of calendar days an Employee is absent from work on an unpaid leave of absence or upon exhaustion of sick/personal business accruals.
- E. The seniority list will show the names, job titles and seniority dates of all Employees of the unit entitled to seniority. If requested, the Employer will provide the chapter chairperson with a copy of the current seniority list every ninety (90) calendar days.

### **ARTICLE 13 - HOURS OF WORK**

- A. The parties agree that the unique nature of the school district requires that not all Employees will report for work for the same period of time each year. The parties desire to establish equity between Employees who work different schedules during the year. To this end, the parties recognize the following categories of Employees:
1. Permanent 12-Month Employees: Those whose normal work day is eight (8) hours and whose normal work week is forty hours, and who report for work year round except as provided elsewhere in this agreement.
  2. Permanent 10-Month Employees: Those whose normal work day is eight (8) hours and whose normal work week is forty (40) hours, and who report for work not less than forty (40) nor more than forty-four (44) work weeks per year. Time off during the summer will be considered a period between two successive academic years or terms for which the affected Employees normally do not perform service. If, by special permission, an Employee is allowed to work during a Christmas and/or spring break vacation period, which extends the Employee's work year beyond 44 work weeks, the Employee will still be considered a permanent 10-month Employee.



3. Permanent Part-Time Employees: Those whose normal work day is less than eight (8) hours and whose normal work week is less than forty (40) hours. Employees in this category can be either 12-month or 10-month Employees.
- B. The Board agrees to pay time and one-half for any time in excess of forty hours per scheduled week, except as provisions for compensable time are agreed to by the Employee and the Employee's supervisor in accordance with administrative procedures, if any.

Double time will be paid to all regular full-time Employees for time worked on a Sunday. Time and one-half (1 1/2) will be paid to all regular full-time Employees for time worked on a Saturday.

Employees who work a holiday will be compensated at double time plus holiday pay at the regular rate.

Time paid (worked or sick leave) shall be considered time worked for overtime.

- C. Employees shall be entitled to a duty-free, uninterrupted, unpaid lunch period of not less than thirty (30) nor more than sixty (60) minutes as determined by the building administrator.
- D. Employees will be granted paid relief periods each day, depending on the Employee's hours of work.
- more than 6 hours: 2 15-minute relief periods
  - 6 hours or less: 1 15-minute relief period

Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the Employee's working day unless specifically arranged with the immediate supervisor to cover unusual occasions.

- E. If the school year is extended by the State Legislature, the parties will meet to discuss said extension as it may affect ten-(10) month Employees.
- F. In the event school is closed due to unavoidable conditions such as severe weather, breakdown of equipment, or when otherwise prevented by an Act of God, Employees covered by the terms of this agreement who are scheduled to work may not be required to report to work, but shall not suffer a loss pay day for the scheduled days up to six (6) days. If days exceed the six (6) days the employee may elect to use a personal business or vacation day from their annual allotment 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(s) will be unpaid. Supervisors retain the right to request Employees to report for work, but those who report at the request of their supervisors shall receive pay at time and one-half or compensable time off within the pay period or as determined by the supervisor. In the event a school or building is closed during the day due to unavoidable conditions, Employees may leave work early and shall not have the loss of time charged against their regular pay or leave days. The decision to close schools or buildings due to unavoidable conditions shall be the superintendent's sole discretion.

In the event the District must schedule additional days of student instruction as make up days, ten (10) month Employees will be scheduled to work without additional compensation.

## **ARTICLE 14 - VACANCIES, TRANSFERS, DEMOTIONS, AND PROMOTIONS**

- A. All vacant positions within the bargaining unit shall be posted for a period of five (5) work days, setting forth the qualifications on the job description for the position. An electronic announcement will be given to Employees that vacancies have been posted on the district employment webpage through the district email.
1. Interested Employees shall apply by submitting the appropriate Human Resources form with a detailed resume. The form must be received by the Human Resources Department no later than the date and time indicated on the posting.
- B. Job classifications are the titles within a pay grade.
- C. Lateral movement: A lateral movement is a change within a pay grade to the same job classification. Seniority shall be the basis for selection.
- D. Transfer: A transfer is a change within a pay grade where there may be an increase/decrease in compensation due to hours, days and/or months. The Employee seeking the job transfer must meet the qualifications in the job description. If two or more applicants meet the qualifications in the job description, then the selection for the position will be awarded to the most-senior candidate.
- E. Demotion: A demotion is defined as a movement by an Employee to a position in a lower pay grade than the one in which the Employee is currently employed. Employees must meet the qualifications in the job description. The position shall be awarded to the most senior employee when qualifications are equal.

Any Employee moving to a lower classification shall be paid on a step of the lower classification that is at an hourly rate closest to the Employee's current hourly rate of the step the Employee is assigned in the higher classification without being higher than the Employee's current hourly rate.

- F. Promotion: A promotion is a movement to a position in a higher pay grade than one in which the Employee is currently employed. Employees interested in a promotional position shall apply within the above stated posted period to be considered for the promotion. Promotions to positions within the bargaining unit shall be made on the basis of qualifications in the job description. Seniority shall be the basis for selecting from among equally qualified candidates.
1. The Employee granted a promotion shall be placed on the salary step of the new position which will grant the Employee the next higher hourly rate than the hourly rate the Employee is receiving on the salary schedule for the Employee's present job assignment. The increase shall not reflect an increase in pay less than \$.25 per hour.
  2. An Employee granted a promotion on a date that is within (35) thirty-five calendar days of the date the Employee was to have received a step increment, the Employee will be granted said step increment, and there will be no change in the anniversary date.
- G. Employees placed in a new position (promotion, transfers, demotion), shall be required to satisfactorily complete a trial period of sixty (60) working days.

1. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
  2. Trial periods may be extended upon mutual agreement between Union and the Employer.
  3. Only after satisfactorily completing the trial period, the Employee will assume the new job classification for the purpose of movement.
  4. If an Employee is returned to the Employee's previous classification within the trial period, the Employee shall be placed on the Employee's original salary step.
  5. If the Employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Employee and the Employee shall, by the conclusion of the trial period, be returned to the classification from which the Employee was promoted, transferred or demoted.
  6. During the trial period, an Employee 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 available. Such an Employee shall not be considered for the position the Employee reverted from for a period of one (1) year.
- H. In the event an Employee is not granted a vacancy, the reason for denial shall be given to the Employee. The Employee shall make this request in writing within five (5) working days of the decision. The reason for denial will be given in writing to the Employee within five (5) working days.
- I. Temporary Employees may be used to fill vacancies for a period not to exceed twelve (12) weeks, unless extended by mutual agreement of the parties.
- J. Temporary assignments or extra work opportunities will be posted for three (3) work days, listing the Grade Level, if any and Hours of the assignment. Employees interested shall submit a letter of interest to the Human Resources Department during the posting period. Employees interested in these assignments must be able to work the posted hours without conflicting with the Employee's primary assignment. Temporary assignments or extra work shall not exceed eight (8) hours per day. Assignments will be filled by the employee who meets the qualifications listed in the job description, if any. Seniority shall be the basis for selecting from among equally qualified candidates and shall be offered in a seniority rotation if applicable. Temporary assignments or extra hours shall not be added to the employee's regular hours for bumping, insurance, holiday pay, sick accrual, personal business and vacation purposes. Employees selected for temporary assignments will be paid at the pay grade of the position at the rate closest to the hourly rate the employee is currently paid without being higher than the employee's current hourly rate if the position is a lesser pay grade. Employees selected for extra hour assignments will be paid at the Employee's current rate of pay.
- K. The Union agrees that involuntary transfers are sometimes necessary because of such factors as mutual incompatibility, job performance, etc. Such involuntary transfers shall be made in accordance with administrative procedures and shall be communicated to the Employee verbally and in writing setting forth the reasons for the involuntary transfer. The Employer shall not act in an arbitrary and capricious manner as it relates to this section.

- L. Testing of applicants may be required prior to the vacancy being filled. Employees may request to be tested at the time of application.
  - 1. Test results evidencing improved skills will be placed in the Employee's personnel file. When the test results are lower than those recorded in the Employee's personnel file, test papers or results will not be placed in the file unless higher than those required for the Employee's current position.
  - 2. The Employee will be given the scores of the testing, in writing, upon written request.

**ARTICLE 15 – REDUCTION OF WORK, LAYOFF, BUMPING AND RECALL**

**DEFINITIONS:**

Displaced is an Employee whose compensation is reduced.

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

**A. REDUCTION OF WORK/LAYOFF**

- 1. If it becomes necessary for the Board to reduce the work by job elimination or hours of work, the Employer shall identify the positions to be eliminated or reduced and notify the least-senior Employee in the affected job classification by U.S. Mail and electronic mail. The Employer shall eliminate all substitute workers, temporary employment assignments, and layoff probationary Employees. For purposes of bumping, the Employee's permanent job classification and hours will only be considered. All vacant positions created by resignations/retirements/terminations will be posted and filled after the bumping meeting.
- 2. Union and the Employer shall meet to discuss the bumping process prior to the mandatory bumping meeting.
- 3. During their term of office, seniority preference shall be afforded to the chapter chairperson and chief steward after three (3) years of continued employment in the bargaining unit for the District.

**B. BUMPING MEETING**

- 1. Affected Employees will have notices sent by electronic mail at least fourteen (14) calendar days in advance of bumping meeting.
- 2. All Employees not scheduled to work will be paid at the Employee's hourly rate when attending a meeting for the purpose of bumping due to a reduction. If the Employee is unable to attend the mandatory meeting, the Employee is required to notify the Human Resources Department in writing with a contact telephone number prior to the start of the bumping meeting. Human Resources will accept a contact telephone number where the Employee can be reached during the bumping meeting. If the Employee is unreachable when called at the contact telephone number provided, the Employee will be assigned a position that is available

that is closest to but not exceeding the Employee's *maximum possible annual base compensation* (read definition in Section C, Paragraph 1).

3. The Employee who does not attend the mandatory meeting and fails to notify the Human Resources Department in writing of the Employee's inability to attend and does not provide a contact telephone number prior to the start of the bumping meeting, will be considered as having resigned the Employee's employment from the school district. Any Employee who leaves the mandatory meeting prior to exercising the Employee's right to bump, will be considered to have resigned employment with the school district.

### C. BUMPING

1. For the purpose of this section, maximum possible annual base compensation is base hourly rate per the salary schedule calculated at the highest step of the Employee's permanent job classification multiplied by the Employee's scheduled days and hours.
2. The most-senior person in a job classification that is impacted by the Board approved position eliminations/reductions will begin the bumping process by bumping into a comparable position currently held by an Employee with the least district-wide seniority within the job classification closest to but not exceeding the Employee's maximum possible annual base compensation where the reduction or elimination occurs.

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

Employees must bump the least-senior Employee closest to but not exceeding the affected Employee's maximum possible annual base compensation. Employees shall not be allowed to pass a position closest to but not exceeding the Employee's maximum possible annual base compensation to take a lesser annual base compensation in order to receive an increase in pay grade. The Employee may receive an increase or decrease in classification or pay grade in order to maintain the Employee's original maximum possible annual base compensation so long as the Employee meets the qualifications in the job description and only if there are no available jobs in the Employee's classification or pay grade that are closest to but not exceeding the Employee's maximum possible annual base compensation.

No Employee shall receive an increase in annual base compensation as a result of the bumping process.

3. Employees whose position currently provides health, optical, and dental benefits may bump into a vacant position that becomes vacant during the bumping meeting with less annual base compensation in order to maintain the Employee's health, optical, and dental benefits, contract proration will apply.
4. Affected Employees to be laid off will have notices sent to the Employee at the Employee's last known address on file with the district by express mail at least fourteen (14) calendar days in advance of lay off.

#### D. RECALL

1. The Employee displaced or laid-off will be recalled to vacancies for which the Employee meets the qualifications in the job description in reverse order of the lay off. An Employee displaced or laid-off through the procedure shall be maintained on a recall list for a period of seven (7) consecutive years from date of being displaced or laid-off and shall be recalled in reverse order of the lay-off.
2. If a displaced or laid-off Employee refuses recall to a position that is lesser in maximum possible annual base compensation than the position from which the Employee was displaced or laid-off, then the Employee will remain on the recall list.
3. If a displaced Employee refuses recall to a position for which the Employee meets the qualifications of the job description that is at the same maximum possible annual base compensation rate as the position from which the Employee was displaced, then the Employee will be removed from the recall list and remain in the current job classification.
4. If a laid-off Employee refuses recall to a position for which the Employee meets the qualifications of the job description with the same maximum possible annual base compensation, that Employee will be considered as having resigned employment with the school district.
5. Recall will be based on maximum possible annual base compensation. The affected Employee will be placed on the salary schedule so that the Employee will be closest to the Employee's maximum possible annual base compensation from which the Employee was eliminated/reduced/bumped or their current job classification. When recalled to the Employee's job classification/pay grade from which they were laid off, they will be placed at the Step the Employee would have achieved had they remained in that job classification/pay grade.
6. Bargaining unit positions shall be posted that remain unfilled after all the assignments and reassignments are made.
7. If an Employee on recall bids for and is awarded a posted vacancy as a permanent position, the Employee will be removed from the recall list.
8. Notice of recall to a laid-off Employee shall be sent to the Employee at the Employee's last known address on file with the district by express mail. The Laid-off Employee who is recalled is to confirm with the Human Resources Department in writing no later than five (5) business days prior to the return to work date of the Employee's intention to return. If an Employee fails to confirm the Employee's return in writing and report for work on the date indicated in the notice, the Employee shall be considered as having resigned employment.

#### **ARTICLE 16 - RESIGNATION**

An Employee desiring to resign shall file a written resignation with the Employer. The Employee is encouraged to give fourteen (14) days notice prior to the effective resignation date. In the event of re-employment, such Employee shall be considered as a new Employee.

## ARTICLE 17 – LEAVE OF ABSENCE

### A. Family Medical Leave Act (FMLA):

Eligible Employees shall be granted up to twelve (12) weeks for a leave of absence under FMLA. All benefits, including seniority, shall continue as if the Employee is working.

### B. Medical Leave:

Any Employee who has been employed for at least twelve (12) months may apply for a medical leave. Medical leaves may be used for personal illness of the Employee or the Employee's immediate family as allowed under the FMLA that are for more than three (3) consecutive days. Employee shall utilize their sick leave days for payment beginning the first day of absence. Upon exhaustion of their sick leave days employees will have their vacation days, if any, automatically deducted for a paid leave prior to going into unpaid leave. The Board may grant such a leave if the Employee makes application according to the following:

1. Within at least fourteen (14) calendar days prior to the intended date of the leave, the Employee shall request a leave in writing from the Human Resources Department, except for emergencies.
2. A Medical Leave shall be granted for a period of up to one (1) calendar year and one extension may be granted by the Board of Education for up to one (1) additional calendar year. At the end of a one-year leave of absence, the Employee returning from leave will be allowed to return to the Employee's position. If the one-year leave is extended, the Employee may return to the Employee's position if it is vacant. The Employee may apply for any vacancy which the Employee is qualified within the bargaining unit as an inside candidate.
  - a. The position held by the Employee on leave may be offered within the building/department where the assignment exists based on the employee meeting the qualifications of the job description; may be posted as a temporary vacancy for three (3) workdays and filled by a bargaining unit member with the most seniority that meets the qualifications of the job description; or it may be filled by a substitute as deemed appropriate and feasible by the Employer. The temporary assignment will not exceed one calendar year. The position of the Employee filling the temporary vacancy may be filled by a substitute. The Employee assigned to a temporary position under this section of contract shall be returned to the permanent position upon the return of the Employee on leave or when the position is posted as a permanent vacancy per other Articles of this agreement.

An Employee temporarily assigned to a position that is a higher pay grade/classification from the Employee's current pay grade/classification will be paid the next higher hourly rate of the higher pay grade/classification than the hourly rate the employee is receiving on the salary schedule while performing the work of the employee on leave. The Employee temporarily assigned to a position that is a lower pay grade/classification shall receive the Employee's current hourly rate of pay.

3. The following conditions apply to all Medical Leaves of Absence:

- a. A medical release shall be given to the Human Resources Department prior to the return to work date.
- b. The returning Employee shall return to the position the Employee held previously.
- c. No seniority shall accrue during the time of the unpaid leave but, upon reinstatement, the Employee shall retain all seniority accumulated prior to the leave. The Employee will be paid at the Step the Employee was on at the beginning of the leave and the seniority date will be adjusted by deducting the total calendar days from the last day worked to the effective date of the Employee's return.
- d. All salary and sick, vacation and personal leave benefits will be discontinued for the duration of the unpaid leave. The Employee can make arrangements to pay one-hundred percent (100%) of the cost for health insurance including prescription drugs, dental, vision, long term disability (LTD) and/or life insurance.
- e. In cases of prolonged illness, the superintendent or designee may request proof of disability from the Employee's physician or the Employer's clinic. If the Employer requests a second opinion, the Employer may require an additional report from the Employer's designated physician or clinic and such examination would be paid for by the Employer.

C. Short Term Medical Leave of Absence (Unpaid):

After at least one (1) year of continued service and in the event of a medical emergency, an Employee may be granted a short-term medical leave of absence upon approval of the superintendent/designee. A Short Term Medical Leave of Absence shall be a leave of absence, which does not exceed a sixty (60) working day period.

When a short term leave is granted, a bargaining unit Employee, as a temporary assignment, may cover the Employee's position. Upon the Employee's return, the Employee shall be returned to the Employee's original position. Sick days accumulated by the Employee will be frozen during this Short Term Leave of Absence. All other benefits will continue during this leave at Board expense. Seniority will accrue during this period of leave.

D. Union Leave of Absence:

Each fiscal year, the Union will be granted a total of fourteen (14) paid workdays for Union representatives to attend a convention and/or conferences. Unused days will not accrue from year-to-year. The selected member's immediate supervisor and the Human Resources Department must be given at least five (5) days notice. Approval must be given by the Human Resources Department for such absences.

E. General Leave of Absence (Unpaid):

A general leave is for any purpose that is not considered medical. Requests for General Leaves of Absence require Employees to have worked for the District for one (1) year of continuous service and must be made in writing to the Human Resources Department and



must not be for more than one (1) year. Final approval for a general leave may be approved by the superintendent/designee, whose decisions shall be final and not subject to the grievance procedure. Any benefits under the provisions of the contract shall be suspended during this leave of absence. Employees may request to pay one-hundred percent (100%) of the cost for health insurance including prescription drugs, dental, vision, long term disability (LTD), and/or life insurance current group rates if allowable by the companies.

The Employer may fill a vacancy created by a general leave of absence in excess of twelve (12) weeks with a temporary Employee or may post and fill the position permanently or may fill the position with a substitute Employee as deemed appropriate and feasible by the Employer. At the expiration of the leave, the Employee shall be returned to the position previously held if it has not been posted and filled permanently. If the Employee's original position is no longer available due to permanent posting, the Employee shall be returned to the first vacancy for which the Employee is qualified per the qualifications of the job description after posting to the bargaining unit.

No seniority shall accrue on a general leave but, upon reinstatement, the Employee shall retain all seniority, sick and vacations accumulated prior to the leave. Seniority shall be deducted by the total calendar days absent. Upon return from leave, the Employee will be paid at the Step the Employee was on at the beginning of the leave and the Employee's seniority date will be adjusted by deducting the total calendar days from the last day worked to the effective date of the Employee's return.

#### F. Miscellaneous Provisions

1. The Employer's obligation to re-employ an Employee shall end after two (2) years of the termination of the leave.
2. At the expiration of a leave and as stated in this Article, if an Employee does not return and no extension is granted, the Employee's employment with Chippewa Valley Schools shall be terminated.
3. Any Employee granted a Leave of Absence at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless more than fifty-percent (50%) of the work year was worked. Individuals taking leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.
4. The Employer cannot guarantee the return of any Employee to a specific building or work assignment at the conclusion of a general leave of absence.
5. Where there is reason to believe that an Employee is unable to perform the duties of the Employee's position due to physical or mental illness, the Employer may require the Employee to submit to a medical examination by a physician selected and paid for by the Employer. If a conflict of opinion between the Employee's physician and Employer's physician exists as to whether an Employee may return to work, the Employee shall submit to an independent medical examination by a third party impartial physician mutually agreed to by the Employer and the Employee. The opinion of the third party impartial physician shall be binding on the Employer and Employee. All costs involved with this independent medical examination shall be borne by the Employer.

## ARTICLE 18 - PAID LEAVE DAYS

- A. Sick Leave: Use of sick leave shall be granted for personal or family illness. Employees shall accumulate sick leave days according to the following:
- 12-month Employees - 1 sick day per month to a maximum of 12 sick leave days per year.
  - 10-month Employees - 1 sick day per month to a maximum of 10 sick leave days per year.
  - Employees who regularly work less than full-time (eight (8) hours) shall accumulate sick leave days pro-rated according to the average number of hours worked per day and months per year.
1. Sick days accumulated at the end of the fiscal year can, upon written request of the Employee, be used for personal illness which occurred during the fiscal year and for which the Employee did not have sufficient sick leave credit at the time of illness.
  2. An Employee absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, lice, or pink eye, shall suffer no loss of compensation, if contracted from school-related work. There will be no loss of salary or sick leave days.
  3. Maximum accumulation of unused sick leave for periods of illness shall be unlimited.
  4. An Employee shall not accumulate sick leave during any month the Employee receives pay for less than the majority of the scheduled working days in that month.
  5. Proof of illness may be required at any time after three (3) consecutive days of absence.
- B. Personal Business: Eight (8) days of an Employee's sick leave balance shall be allowed for any business at the Employee's discretion. Personal business days are available for personal business and not to be used for vacation-type activities.

A maximum of three (3) personal business days may be used consecutively without the approval of the superintendent/designee. Request is required seven (7) calendar days in advance by submitting the request using AESOP reporting. These days may not be used the day before or the day after a holiday or the first or the last week of school, without the approval of the superintendent/designee. A reason is required at the time of the request for approval. Personal Business days shall not be granted in conjunction with vacation days to extend a holiday or vacation period for vacation purposes.

Emergency personal business requested less than seven (7) days in advance requires a reason or documentation, if requested, for the emergency approval of the superintendent/designee. If a reason or documentation is not provided within two days of the employee's return the day will be unpaid.

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

Personal business days shall not accumulate if not used in a fiscal year.

C. Vacation: If a ten-(10) month Employee's regular assignments' work year exceeds 235 paid days, such Employee will be eligible for three (3) paid vacation days for that year. Twelve-(12) month Employees shall earn vacations at the rate of:

- Less than one (1) year ½ day per month
- First complete year continuous service through fifth complete year 12 days
- Beginning the sixth year of continuous service through tenth complete year 15 days
- Beginning the eleventh complete year of continuous service and thereafter 18 days

1. Vacation days will accumulate in a lump sum at the beginning of the school year (July 1<sup>st</sup>). Credit will be earned only for those months in which an Employee receives pay for majority of the scheduled working days of that month.
2. Vacation for twelve-(12) month Employees will be scheduled at a time when it will not interfere with or hamper normal operations of the school system. Vacations may be scheduled throughout the year based upon approval and as determined by the Employer. Employees are eligible to take only those days they have accrued.
  - a. While on vacation, if an Employee becomes seriously ill and is hospitalized, the Employee may draw upon earned sick leave days and have the vacation rescheduled.
  - b. Upon separation, the Employee will be paid in full any earned vacation credit days prorated based on the employee's work year and, in case of death, be paid to the beneficiary. If an employee separates prior to the end of the year and has utilized a full work year's accrual the employee's final pay will be adjusted by deducting the days taken beyond their proration.
  - c. There shall be no accumulation of vacation days from year-to-year. Up to three (3) annually provided vacation days which are not used within the school year will be paid out at the Employee's currently hourly rate.
3. Vacation preferences will be granted to Employees on a seniority basis, subject to operating requirements.

D. Leave of Absence With Pay Not Chargeable Against Employee's Leave Bank:

1. Funeral Leave: Up to a maximum of five (5) days may be used beginning the day of the death and within one week after death, for the purpose of making funeral arrangements and for attending the funeral of a person in the Employee's immediate family defined as: spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, step relations as described herein as immediate family and persons living and making their home in the Employee's household. Documentation may be requested to substantiate the Employee's attendance at the funeral if there is suspected abuse.

One (1) day will be allowed to attend the funeral of an aunt, uncle, niece, nephew, first cousin, brother-in-law, or sister-in-law.

The superintendent/designee may consider exceptions for the use of funeral days 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 and provided funeral documentation is provided to support the reason for requesting delayed funeral days.

2. Jury Duty: When an Employee is called for jury duty, the Employer shall pay the Employee who has been called for jury duty or any court appearance pursuant to a subpoena the difference between the amount received from jury duty and the regular paid. An Employee who receives witness or jury duty interview and appearance notice must notify the Employee's 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 the Employee received pay for jury duty and witness fees.
  
- E. Workers Compensation: If an Employee is injured while at work, the Employer shall follow the guidelines of the Michigan Worker's Compensation Statute. If the Employee qualifies for and receives worker's compensation wage-loss benefits, the Employee's wage-loss compensation, shall be supplemented with an amount sufficient to maintain the Employee's regular salary for a period not to exceed the Employee's sick leave accrual. The sick accrual will be charged only for that fractural portion in excess of the compensation payment verified by the workers compensation carrier.  
  
An Employee who receives worker's compensation benefits, shall accrue seniority up to one (1) year and shall be eligible to return to the position held prior to said illness or injury provided that acceptable medical evidence is submitted to the Employer prior to the scheduled return to work date indicating medical clearance to perform the essential functions of the position. An Employee absent for more than (1) one year shall be returned to the first vacancy for which the Employee meets the qualifications of the job description.
  
- F. Time-off Without Pay: Twelve-(12) month Employees may request time off without compensation from regularly scheduled work days that occur during holiday break periods when school is not in session. Approval must be granted by the Employee's Immediate Supervisor.
  
- G. It is agreed that use of leave days will be strictly confined to legitimate purposes only.
  
- H. Punctual and regular attendance is an essential function of each employee. The district has attendance guidelines outlining attendance expectations and repercussion of violating the guidelines. The guidelines will be distributed annually to each employee and will be available at any time on the human resources webpage.

The employer will meet with the union and discuss any changes that may be made to the guidelines prior to the changes taking place.

**ARTICLE 19 - INSURANCE BENEFITS**

- A. In order to receive insurance benefits for which the Employee is eligible, the Employee must submit the proper application, either upon completion of the probationary period or during the regular open enrollment period established by the insurance carrier. It shall be the Employee's responsibility to complete all necessary insurance forms at the appropriate time when supplied by the Employer. Insurance benefits will become effective the first of the month following the month in which the Employee completes the probationary period.
  
- B. All Employees working 35-40 hours per week have the option during an open enrollment period to select MESSA choices II plan with \$10/\$20 prescription plan, \$500/\$1,000 deductible or MESSA choices II plan with RX saver, \$500/\$1,000 deductible, as described in the attached Benefits-at-a-Glance. Pursuant to Public Act 152 of 2011, the district shall pay those Hardcap amounts provided in section 3 of the Act, as adjusted by the Michigan Department of Treasury. Any Employee receiving health care 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 Hardcap 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.

All Employees working less than 35 hours per week will be offered the Health Plans described above during an open enrollment period. Employees working 30 hours per week but less than 35 hours per week will pay 20% of the cost of the health insurance each year, Employees working 25 hours per week but less than 30 hours per week will pay 40% of the cost of health insurance each year and Employees working less than 25 hours per week will pay 50% of the cost of health insurance each year. In no event shall the District pay in excess of the Hardcap amount provided in Section 3 of the Public Act 152 of 2011. Any amount above the Hardcap shall be paid by the Employee in addition to the percentage contribution. The District reserves the right after conferring with the Union to comply with 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). It will only be offered to those employees for whom the law requires the District to provide this coverage and for which are not covered by the coverage above.

- 1. If the eligible Employee's spouse has or is eligible for any type of paid health insurance which is equal to or better than the health plan described above, said Employee shall not receive Board-paid hospitalization coverage. It is understood that double coverage is prohibited.
  
- 2. Seniority Employees working six (6) hours or more not taking hospitalization coverage will receive cash in lieu of hospitalization coverage pursuant to the following:

<u># of Employees Participating</u>	<u>CIL amount per month</u>
0-63	\$102
64-67	\$120
68-71	\$138

72-76  
77 +

\$156  
\$174

Employees who are covered by health insurance of a spouse who is an Employee of the District will not be eligible for cash in lieu of benefits.

- C. Dental Insurance: The Board will provide a dental plan covering 75% of Class I and II and 50% of Class III dental expenses, with a deductible of \$25 per person and \$50 per family. There shall be a combined maximum of \$1,300 on Class I, II and III benefits per year. Dental insurance will be paid on a pro-rata basis of hours worked as indicated below:

Employees working:

4 hours but less than 6 hours per day	50%
6 hours but less than 8 hours per day	75%
8 hours per day	100%

For those members of the bargaining unit who are covered by other dental insurance (including District - provided insurance), the Board will provide a dental insurance plan of 50% of Class I and II and 50% of Class III dental expenses, with a deductible of \$25 per person and \$50 for family pro-rated as indicated above with internal and external coordination of benefits as the basis for coverage. There shall be a combined maximum of \$1,300 on Class I, II and III benefits per year. The Board retains the right to select the carrier, to self-insure or self-fund the plan.

This plan will continue so long as it is possible to obtain coverage through a dental carrier.

- D. Vision Insurance: The Board will provide coverage and benefits generally comparable to the SET Vision Plan I through a carrier, planned program or self-insurance selected by the Board of Education.
- E. Accidental Death & Dismemberment (AD&D): All seniority Employees working six (6) or more hours upon proper application, will be covered by life insurance including AD&D on a group basis in the principal amount of \$18,000. Employees working four (4) hours or more, but less than six (6) are entitled to \$12,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of coverage. This policy shall become effective thirty (30) days after ratification and Board approval, whichever is later, and continue during all vacation and regular summer recess periods as long as the individual remains an Employee of the Board of Education.

- F. Long Term Disability (LTD)

The Employer shall provide a LTD plan which will cover Employees working six (6) hours or more per day or thirty (30) hours or more per week for 60% of the Employee's salary after a waiting period of 90 days. The Board will pay the full premium cost and the Board shall retain the right to select the carrier. Said compensation, as described above, is subject to the terms of the contract with the respective insurance carrier.

- G. The Employee recognizes that from time-to-time, the Employee will be required to use the Employee's vehicle for school business. The Employer agrees to reimburse the Employee upon application for and verification of such mileage at the current IRS rate per mile.
- H. Upon termination or lay-off of employment with the Board, the Employee's benefits as described above will cease to be paid by the Employer.
- I. The Board, by payment of the premiums 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 benefits which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach by the Employer or the Union of any obligation under this Article.
- J. Differences between Employees or beneficiaries of Employees and any insurance company shall not be subject to the grievance procedure.
- K. Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in this Article shall commence on the earliest date possible according to the terms of the insurance carrier's contract, after the probationary period.
- L. Notwithstanding the provision 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 as long as the Employer complies with payment of timely premiums.
- M. If an Employee is working but is not eligible for fringe benefits and becomes eligible because of increased work hours, assignments or otherwise, the Employee must be working the required qualifying hours of each fiscal year for consideration and inclusion on any fringe benefit coverage.
- N. If an Employee drops below the qualifying number of hours for fringe benefit coverage, the Employee will be dropped from fringe benefit coverage and not be eligible for reinstatement unless work hours are increased prior to the deadline stated above.
- O. In the event the Employee does not timely notify the Board of a change in coverage, and this change in coverage would decrease the amount of premium the Board is required to pay, the Employee must pay the difference between that which the Board paid for the premium and the lesser amount the Board should have paid had the Employee timely notified the Board.
- P. Bargaining unit members will be provided an option to participate in the school district's 457 Plan as available.
- Q. All bargaining unit Employees dispensing medication shall be covered under the District's liability insurance policy.

**ARTICLE 20 – COMPENSATION**

- A. The hourly rates of Employees covered by this agreement are set forth in Schedule A entitled *Employee Salary Schedule*, which are attached to and incorporated in this agreement. 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 217 day clerk minus 18 holidays equals 199 work days, the clerk must work 100.5 days to receive the step increase for the following year.

Employees shall select one of the following pay options:

- (1) 24 pays
- (2) 21 pays

B. Longevity:

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

After 8 years continuous years of service	\$ 350
After 10 years continuous years of service	\$ 490
After 15 years continuous years of service	\$ 540
After 20 years continuous years of service	\$ 600
After 25 years continuous years of service	\$ 700

1. The Board of Education will provide longevity pay for all Employees based on the length of their work day.
  2. Full amount of longevity X portion of day worked = amount of longevity.
  3. Years of service can only be earned by working in this bargaining unit.
  4. Longevity payments shall be made once a year. Employees will receive the longevity payment combined with the Employee's payroll check. Payments shall be made on the next normally scheduled pay period following the Employee's anniversary date.
- C. The wage or salary of an Employee shall start at the time the Employee reports for scheduled duty. The wages or salary shall be paid bi-monthly on such calendar dates as are established by the Board of Education.
- D. 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.



E. Holidays:

Seniority Employees are eligible for the following holidays with pay:

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day  
Four (4) additional Christmas break days  
New Year's Eve  
New Year's Day  
Two winter break days  
Good Friday  
Two spring break days  
One additional spring break day for 10-month only  
Memorial Day  
Independence Day (July 4th)  
\*\*Three (3) additional days during Independence Day holiday 2018/19  
School year (12-month employees only)  
\*\*Four (4) additional days during Independence Day holiday 2019/20  
school year (12-month employees only)

1. If a holiday falls on a Saturday, the Friday preceding the holiday will be considered the holiday if schools are not in session. If a holiday falls on a Sunday, the Monday immediately following the holiday will be considered the holiday.
2. Employees will be granted Christmas Eve, Christmas Day, New Year's Eve and New Year's Day regardless of the actual days on which they occur and they will be taken on the days closest to that holiday season when school is not in session as determined by the school calendar.
3. Holiday pay will not be granted unless the Employee is present for work on the last scheduled workday preceding the holiday and the first scheduled work day after the holiday. Exceptions will be granted where the superintendent/designee has approved a paid day off (vacation, personal business, or sick).
4. Holiday pay shall be paid when the scheduled work day preceding and succeeding the holiday is worked. However, if the Employee is absent the day before or the day after due to an illness, the Employee may be required to furnish a doctor's statement certifying the illness within three (3) days after such absence if requested by the Employer. Exceptions will be granted where the superintendent/designee has approved a paid day off (vacation, personal business, or sick).
5. If any of these holidays fall on a scheduled school day, the Employer and Union shall meet to reschedule said holiday.

F. Retirement:

Upon retirement, the Employee with more than sixty (60) days in the Employee's personal sick leave accumulation shall be paid at the rate of \$40 per day (based upon an eight (8) hour day and pro-rated based upon number of hours worked for less than eight (8) hour

Employees) for each day beyond sixty (60) days up to a maximum of one hundred and twenty (120) days.

- G. Tuition Reimbursement: Any seniority Employee, as indicated below, shall be entitled to tuition reimbursement for classes taken pertaining to the Employee's job provided the Employee submits a request in writing to the superintendent/designee and receives approval prior to the start of the course. Upon official notice of passing the course, the Employee shall be reimbursed for such tuition in an amount not to exceed \$250 per year.

Employee(s) working:

Six (6) hours per day or more	100%
Four (4) or five (5) hours per day	50%
Less than four (4) hours per day	0%

### **ARTICLE 21 - 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 Union, 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 22 - ENTIRE AGREEMENT CLAUSE**

This agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the Board/Employer and the Union 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.

Copies of this agreement shall be duplicated and distributed by the Employer to all bargaining unit members within ninety (90) days from the date of ratification by the Board of Education. The Employer shall provide new Employees with a copy of this agreement.

This contract shall constitute the full and complete commitments between both parties and may be altered, changed, added, deleted or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this contract.

Pursuant to Senate Enrolled Bill 158, the following provision is a prohibited subject of bargaining and included in collective bargaining agreements reached on or after March 16, 2011.

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

**ARTICLE 23 - DURATION OF AGREEMENT**

This agreement represents the entire agreement between the Board and the Union and supersedes all prior agreements between the parties and shall become of full force and effect from July 1, 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 this 6th day of June, 2018.

CHIPPEWA VALLEY SECRETARIAL  
UNION, AFSCME , CHAPTER 1884,  
COUNCIL 25

BY: Ronda H. Trowse  
Ronda Trowse, Staff Representative  
Michigan AFSCME Council 25

BY: Traci Fusco  
Traci Fusco, Chapter Chairperson

BY: Joann Dodt  
Joann Dodt, Chapter Chairperson

BY: Sharon Wright  
Sharon Wright, Negotiator

BY: Pam Infante  
Pam Infante, Negotiator

BY: Deborah Neumann  
Deborah Neumann, Negotiator

CHIPPEWA VALLEY BOARD OF  
EDUCATION

BY: Adam Blanchard  
Adam Blanchard, Chief Negotiator

BY: Ronald Roberts  
Ronald Roberts, Superintendent

BY: Scott Sederlund  
Scott Sederlund, Negotiator

BY: Dawn Leone  
Dawn Leone, Negotiator



# MESSA Choices/Choices II Medical Plan Highlights



1475 Kendall Blvd., P.O. Box 256C  
East Lansing, Michigan 48826-256C  
517.332.2581 • 800.292.4910  
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
<b>Type of Service</b>	<b>In-Network Provider</b> <i>(after deductible)</i>	<b>Out-of-Network Provider</b> <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> ■ Semi-private room and board <i>(includes supplies and services)</i> ■ Physician charges	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> ■ Hospital charges	Various copayment options are available	Various copayment options are available
■ ER physician charges	100%	80% of the approved amount
<b>Urgent Care</b> - <i>Copayment waived if services are required to treat a medical emergency or accidental injury</i>	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> <p><b>Outpatient Care</b></p> <ul style="list-style-type: none"> <li>■ Mental health care</li> <li>■ Substance abuse treatment</li> </ul> <p><b>Inpatient Care</b></p> <ul style="list-style-type: none"> <li>■ Pre-authorization required</li> </ul>	Various copayment options are available	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.

**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.

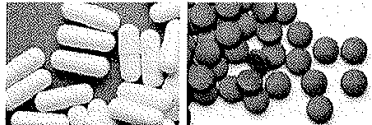
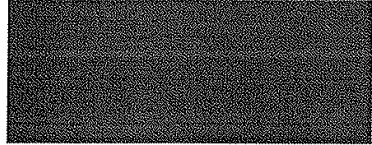
**STOP LOSS:** For your protection this program includes a \$1,000 per member/\$2,000 per family annual copayment maximum. Some restrictions apply. For full details refer to the \$10/\$20 Drug Rider Booklet available at [www.messa.org](http://www.messa.org).

*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.*



Good health. Good business. Great schools.

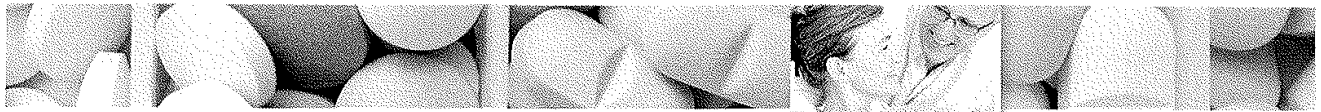
1475 Kendale Blvd., P.O. Box 2560 • East Lansing, Michigan 48826-2560 • 517.332.2581 • 800.292.4910 • [www.messa.org](http://www.messa.org)



### 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



# MESSA Saver Rx

## BENEFITS AT A GLANCE

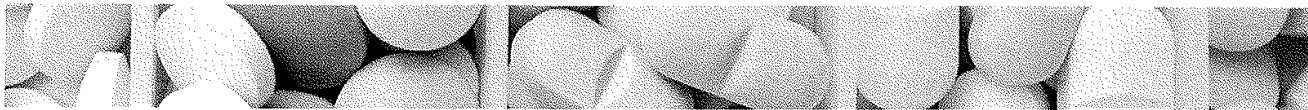
The **MESSA Saver Rx** drug program is designed to help MESSA members save money and stay healthy by providing discounted copayments on more than a hundred maintenance drugs prescribed for chronic conditions. **MESSA Saver Rx** will also reduce health care costs over the long term for our members and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

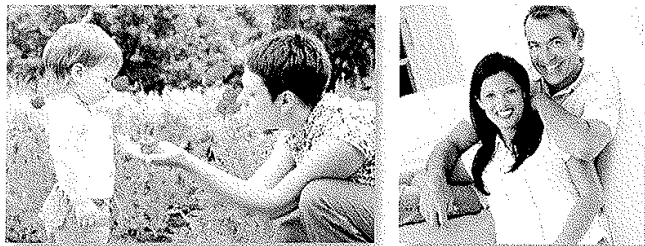
### *Important Notes and Additional Information*

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)

AES - MKT  
ex. 8/25/14  
v. 1/16/14 - 7500



# MESSA®

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## 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	Spirolactone
Captopril / Hydrochlorothiazide (HCTZ)	Lisinopril / Hydrochlorothiazide (HCTZ)	Spirolactone / Hydrochlorothiazide (HCTZ)
Carvedilol	Losartan	Telmisartan
Chlorothiazide	Losartan / Hydrochlorothiazide (HCTZ)	Telmisartan / Hydrochlorothiazide (HCTZ)
Chlorthalidone	Methyclothiazide	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

**Chippewa Valley Schools  
Secretarial/Clerical Salary Schedule**

**2018-2019 and 2019-2020**

<b>PAY GRADE</b>	<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>
1	Voc Education Clerk (Market) Clerk Typist II - Food Service Elementary Clerk	\$11.05	\$11.61	\$12.17	\$12.73	\$13.29	\$13.86	\$14.42	\$14.98
2	General Clerk Media Clerk II (9th Grd, HS) Receptionist	\$12.30	\$12.94	\$13.58	\$14.22	\$14.86	\$15.49	\$16.13	\$16.77
3	Clerk Typist III - Community Education - 9th Grd Center - Accounts Payable - Athletics - Guidance - Human Resources - Middle School - Adult Ed/Little Turtle	\$13.81	\$14.53	\$15.25	\$15.97	\$16.69	\$17.41	\$18.13	\$18.85
4	Bookkeeper - Athletics Building Support Technician Clerk IV(FS,MHS,Grants,Spec Ed,AP) Curriculum/Instructional Clerk Dispatcher Clerk Media Clerk IV (Elem, MS) Media Tech Clerk Payroll Clerk Scheduling Clerk Secretary (HS AP,9th,Guidance,Trans, Maint) Secretary/Bookkeeper (HS)	\$15.07	\$15.92	\$16.78	\$17.63	\$18.49	\$19.34	\$20.19	\$21.05
5	Bookkeeper - Community/Adult Ed Pupil Accounting Clerk Secretary (Elem,MS,CTE)	\$15.61	\$16.51	\$17.41	\$18.31	\$19.20	\$20.10	\$21.00	\$21.90
6	Accounts Payable Network Support Technician Payroll Clerk Community Relations Clerk Secretary (Ed Serv, Spec Ed, HS, Business)	\$16.25	\$17.17	\$18.10	\$19.02	\$19.94	\$20.87	\$21.79	\$22.71
7	District Bookkeeper Bookkeeper	\$16.90	\$17.86	\$18.82	\$19.78	\$20.75	\$21.71	\$22.67	\$23.63



**LETTER OF AGREEMENT**  
**Between**  
**CHIPPEWA VALLEY SCHOOLS**  
**And**  
**MICHIGAN AFSCME COUNCIL 25, AFL-CIO**  
**LOCAL 1884**  
**CHIPPEWA VALLEY SCHOOLS SECRETARIAL/CLERICAL CHAPTER**

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

Temporary long term assignments

1. Positions posted as temporary assignments are positions that remain vacant after posting for (7) seven days per the Labor Agreement.
2. The temporary assignment will be posted for (3) three work days. The posting will list grade level and hours worked.
3. Hours of the posted position will not be flexible for an adjustment in work schedule unless posted as flexible.
4. Health benefits, holiday, sick accrual, personal business, and vacation benefits will not apply to temporary long term assignments, and will not be approved. Employees will only be paid when they work.
5. Mileage will not be paid between buildings.
6. Additional hours will not be added to employee's regular hours and considered in a bump.
7. Assignment will be filled by the employee with the most seniority who meets the minimum qualifications.
8. Pay for temporary assignments will be at the pay grade of the temporary assignment closet to the hourly rate the employee is currently paid.


Temporary short term assignments

1. Human Resources will notify membership by e-mail for interest to be included in a sub pool for day-to-day short term assignments.
2. Employees interested will submit in writing to the Human Resources their available hours and months.
3. Assignments will be made by the Human Resources Department by seniority rotation for open positions as needed.
4. Employees requiring sub clerk absences for day-to-day absences for sick/pb will be arranged by the building. Sub coverage is only authorized by Human Resources.
5. Some positions may require additional training, and will require a separate pool of interested candidates.
6. Pay will be paid at the employee's current rate of pay.

---

If no clerical members apply for long term or short term assignments, the Human Resources Department will place a clerk from a third party contractor in the assignment.

This Memorandum of Understanding is not set precedent for any other situation now or in the future and will expire on June 30, 2011.

  
\_\_\_\_\_  
Ms. Janice Gunning  
Chapterchair Local 1884 Secretarial/Clerical

8/16/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ms. Kathie Sherrill  
AFSCME, Council 25

8/16/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Michael C. Reeber  
Assistant Superintendent  
Human Resources

8-16-11  
\_\_\_\_\_  
Date

LETTER OF AGREEMENT  
between  
CHIPPEWA VALLEY SCHOOLS  
And the  
SECRETARIAL/CLERICAL AFSCME CHAPTER 1884, COUNCIL 25

2018

The following is agreed to by the parties hereto effective March 2012 in regards to the screening, testing and interview process for the Secretarial/Clerical AFSCME group:

Training:

1. Offer annual professional development training.
2. Offer open testing sessions twice a year on professional development days, if no mandatory trainings are being offered on these days for the clerical membership.
  - a. This will allow clerical to become comfortable with the testing process, with less pressure to pass. If they do pass the tests during the practice sessions, these tests will be placed in their files for future opportunities. Tests that also show an improved score over tests already on file will be updated in their file.
    - i. Employees can attend more than one open testing session per school year, if there are open slots available after those who have not tested yet have registered.
    - ii. Employees who RSVP yes to reserve a timeslot and cancel last minute when others could have taken that timeslot will get last available spots for future opening testing.
  - b. Employees have the freedom to choose what tests they wish to take during open testing.
  - c. Testing will be done in a lab with up to 10 participants at a time for position specific tests and up to 5 participants at a time for core tests due to licensing limitations.
3. Employees may continue to be allowed to use Tuition Reimbursement to take continuing education courses pursuant to the collective bargaining agreement.

Testing:

The following are core OPAC tests for all clerical positions:

1. Keyboarding
2. Word – Basic/Intermediate
3. Excel – Basic/Intermediate
4. Basic Math
5. Alpha Filing
6. Customer Service
7. Proofreading

In addition, there are position specific tests that may consist of a combination of other OPAC and non-OPAC tests. Please see attached chart for details on tests for each job classification. These are subject to change when position descriptions are changed.

Testing guidelines when applying for positions:

1. Candidates who don't have the tests already on file will be offered the opportunity during the posting period to take the tests that are required for that vacancy. The Human Resources Department will contact the candidate to schedule testing.

- a. Testing is done on personal time or on scheduled PB, or Vacation.
  - b. Candidates will be offered 1 opportunity to pass each test. A brief break may be given, upon request, in between tests.
  - c. Each test will be weighted based on importance/relevancy to the position. A weighted average will be taken of all test scores of each required and preferred tests.
  - d. Candidates that score a weighted average for all tests of a 70% or higher and have not scored lower than a 50% on any test will move forward to an interview.
2. Tests will be timed. If candidates don't finish within the required timing, the unanswered questions will be scored as incorrect.
  3. Passed tests will be maintained in the employee's personnel file for 5 years. After 5 years, the employee will be required to retake those tests that have expired when applying for vacancies.
  4. The preferred skill set tests will be given and the score will be taken into consideration to determine who is the most qualified.

#### Testing for Bumping and Recall:

1. ***Bumping:*** If reductions are made which results in a bumping taking place, an open testing session will take place prior to the bumping meeting. Those who may be affected will be deemed meeting the core test requirements and will need to ensure they have all required position specific tests for potential bumps on file. If they don't pass all position specific tests required for a particular position, they do not meet the requirements and will need to move to the next eligible position for bump.
2. ***Recall:*** When an employee is eligible for a recall, prior to being awarded the recall, the employee will have to take and pass all position specific tests for that position. If the employee doesn't pass all position specific test(s) required for the position for which they are eligible to be recalled to, the employee does not meet the requirements and will be bypassed for that recall. The employee will remain on the recall list for the next position for which they are qualified.

#### Posting and Interview Process

1. Position posted
2. Clerical apply by submitting a job skill inquiry form along with a detailed resume which includes detailed experiences and classes/training in areas indicated on the job description.
3. Posting closes
4. Review applicants based on grade, seniority to determine lateral.
5. If no laterals, then those who have passed all required skill tests and meet all requirements listed on the job description for that position will move forward to an interview.
6. The interview team should take in consideration, in addition to the requirements of the job description, the preferred areas and the job responsibilities on the job description to determine who is the most qualified in the interview. Listen fors will be used during the interview process. Questions should incorporate each preferred and job responsibility area.
7. Interview packet will be forward to HR from the Interview Team with recommendation as to who they think is the most qualified. Rationale will list specific reasons as to why the recommendation is most qualified over other candidates.
8. HR will review all information to make a determination if recommended person is the most qualified.



- a. Things that will be taken in consideration for most qualified are:
  - i. Testing
  - ii. Past work experiences
  - iii. Interview
  - iv. Evaluations
  - v. Discipline
  - vi. Attendance
- b. If HR determines there are two equally qualified candidates when looking at all the criteria listed above, the most senior will be awarded the position. If there are two equally qualified candidates with the same seniority date, then the lottery number will determine who is awarded the position.

**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:**

$$\text{Actual Blended Enrollment} * (\text{Actual Blended Enrollment} - \text{Projected Blended Enrollment}) * 3\% \\ \text{Plus} \\ \text{Foundation Allowance} * (\text{Actual Blended Enrollment} - \text{Projected Blended Enrollment}) * 3\% \\ \text{Actual Blended Enrollment} * (\text{Actual Per Pupil Unrestricted Foundation Allowance} - \text{Projected Per Pupil Unrestricted Foundation Allowance}) * 3\%$$

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) \* 3%) + (16,000 \* (\$7,921-\$7,871) \* 3%) = -\$19,486 + \$24,000 = \$4,514 @ 50% = \$2,257 to be distributed  
 19/20 = (\$8,011 \* (16,000-15,911) \* 3%) + (16,000 \* (\$8,011-\$7,991) \* 3%) = \$21,389 + \$9,600 = \$30,989 @ 50% = \$15,495 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) \* 3%) + (16,000 \* (\$7,901-\$7,871) \* 3%) = -\$19,436 + \$14,400 = -\$5,036 @ 50% = \$0 to be distributed  
 19/20 = (\$8,051 \* (15,800-15,911) \* 3%) + (15,800 \* (\$8,051-\$7,991) \* 3%) = -\$26,810 + \$28,440 = \$1,630 @ 50% = \$815 to be distributed