

Agreement

Between

Board of Education

St. Clair County Regional Education Service Agency (RESA)

And

International Brotherhood of Teamsters

Chauffeurs, Warehousemen and Helpers of America

Local No. 339

CUSTODIANS

2009 / 2110

2010 / 2011

2011 / 2012

AGREEMENT

AGREEMENT BETWEEN ST. CLAIR COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 339, effective as of July 1, 2009, and continuing through June 30, 2012, except as otherwise provided herein.

ARTICLE I

Section 1 - Recognition

The District recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the employer for those classifications of employees covered by this agreement and listed in attached Schedule A.

Section 2 - Union Security

- A) Employees covered by this agreement at the time it shall become effective and who are members of the Union at that time shall, as a condition of their continued employment, continue membership in the Union for the duration of this Agreement, or shall pay to the Union the amount of money equal to the Union's regular and usual monthly dues, excluding initiation fees and other special assessment.
- B) All future regularly employed full-time bargaining unit members, as a condition of employment, should either become members of the Union or shall pay to the Union an amount equal to the Union's regular and usual monthly dues, excluding initiation fees and other special assessments. This requirement shall become effective thirty-one (31) calendar days after employment.
- C) The Union hereby agrees to indemnify, defend and to hold the District harmless from any claims made and any suits instituted against it on account of any check-off of any payment pursuant to the foregoing and on account of any dispute concerning employee's employment status by reason of any failure or refusal on the part of the employee to make such payment.

- D) When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those being referred by the Union.

Section 3 - Union Dues

- A) During the life of this Agreement, the District agrees to deduct by payroll deduction, membership dues and non-member assessments, excluding initiation fees and other special assessments. Such deduction shall be made from each pay period for twelve (12) months, beginning September and ending in August of each year. The Union agrees to supply the Business Office with an initial list, including the names of each custodian, the amount to be deducted and the total amount to be submitted to the Union. This shall be done on an annual basis and will be accompanied by a properly signed voluntary deduction card. As changes occur, the Union shall notify the Business Office and submit a properly signed voluntary dues deduction card. Deductions will be made from the first two pays of the month and the amount forwarded to the Union within ten (10) days from the date of the second deduction.
- B) The Union will protect and save harmless the District from any and all claims, demands, suits and other forms of liability by the reason of the action taken or not taken by the District for the purpose to comply with this dues deduction provision.
- C) The District shall not be liable to the Union by reason of the requirement of this section of the Agreement for the remittance or payment of any sum other than that constituting actual dues or non-member assessments made from employee's wages earned.
- D) D.R.I.V.E. Authorization and Deduction: To the extent permissible by law, the District agrees to deduct from the paycheck of all employees covered by the Agreement voluntary contributions to Michigan D.R.I.V.E. The Michigan D.R.I.V.E. office shall notify the District of the amounts designated by each contributing employee that are to be deducted on a weekly basis for all weeks worked from his/her paycheck. The phrase "weeks worked" excludes any week other

than a week in which the employee earned a wage. The District shall transmit to Michigan D.R.I.V.E. on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. Contributions to D.R.I.V.E. are not deductible as charitable contributions for Federal Income Tax purposes. The Union shall provide the District with copies of employee authorizations required by law. This provision shall not require the District to make any contribution to the Union, Michigan D.R.I.V.E. or any separate segregated fund.

Section 4 - Representation

- A) All employees who are covered by this Agreement shall be entitled to representation by a Union Steward or a Union alternate for the purpose of processing formal grievances. For the purpose of this Agreement, there may be elected or appointed by the Union, one (1) steward for each of the three primary currently operated by the District.

- B) The steward or alternate shall not have any time deducted in the processing of formal grievances arising out of this Agreement occurring during regular working hours. The names of the steward and the alternate shall be given in writing to the Superintendent and no steward or alternate shall function until such time as the Superintendent has been notified of their selection. Any changes in the steward or alternate shall be reported to the Superintendent in writing.

ARTICLE II

Section 1 - ADA

The parties understand the ADA requires the employer to accommodate employees who are disabled as defined in the ADA. Such accommodation can involve restructuring jobs or moving the disabled employee to a job which he or she can perform. Consistent with these requirements, the parties agree if the employee has a situation which may require accommodation under the ADA, the employee will notify the

Union and the parties will meet in an effort to agree on the proper method of accommodation. If the parties reach impasse as to the proper method of accommodation, the employer may implement its solution.

ARTICLE III

Section 1 - Seniority

- A) Existing Bargaining Unit members shall be placed on a seniority list from the last date of continuous employment by the District, as a custodian.
- B) A new employee will be considered a probationary employee until he/she has completed sixty (60) work days of employment with the District. Seniority shall be calculated to the start of probationary period if employee is permanently hired.
- C) When an employee acquires seniority, his name shall be placed on the seniority list. The District agrees to keep an up-to-date master seniority list which shall be posted for inspection by the employees. Any objections to a member's seniority as posted must be objected to within thirty (30) days of such posting.
- D) All layoffs and recalls shall be based on Bargaining Unit seniority.
- E) Seniority or continuous service will be broken by:
 - 1) Voluntary termination of employment with the District;
 - 2) Discharge;
 - 3) Layoff which continues for a period of more than three (3) years.
- F) In the event of layoff or reduction of work force, an employee so laid off shall be given two (2) weeks notice before layoff and shall be given two weeks notice of recall mailed to employee's last known address. In the event employee fails to make himself available for work within the said two-week period, he shall lose all seniority rights under this Agreement and shall be deemed to have terminated his/her employment.

- G) 1) With twenty-four (24) hours notice by telephone, any regular employee on lay off will be given first opportunity for substitute (casual) work for which he/she will be paid the regular custodian rate of pay with no fringe benefits.
- 2) Any new employee hired as a substitute or casual shall not become a seniority employee under this Agreement where it has been agreed by Employer and Union that he/she was hired for substitute or casual work. The words substitute or casual as used herein are meant to cover situations such as replacement for absenteeism. The Employer agrees to telephone the Union within two (2) weeks of hiring substitute or casual employee.

ARTICLE IV

Section 1 - Suspension, Demotion and Discharge

- A) The District, except for release of a probationary employee, shall not suspend, demote, or discharge an employee without just cause.
- B) Except for release of probationary employees, an employee suspended, demoted, or discharged shall have a right of access to the grievance procedure for review and appeal of the suspension, demotion, or discharge.
- C) Notice of suspension, demotion, or discharge shall contain a statement of the reasons for the suspension, demotion, or discharge. In the event of suspension, the notice shall include the length of suspension.

Section 2 - Grievance Procedure

- A) Definition of Grievance: A grievance is a complaint by a custodian in the Bargaining Unit or by the Union in its name, based on an alleged violation, misinterpretation or misapplication of one or more of the expressed provisions of this agreement.
- B) The primary purpose of this procedure is to secure, at the lowest

possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as confidential as may be appropriate and permitted by law at each level of the procedure.

- C) At the informal level, the grievance shall be discussed with the building principal. A custodian with a grievance shall discuss it with his/her designated principal within ten (10) days from the date of occurrence. An attempt will be made by both parties to reach amicable agreement at the informal level. There shall be no written record of this meeting.
- D) Formal level: If the grievant is not satisfied with the informal discussion, the grievant shall place the grievance in writing and present it to the principal within ten (10) working days following the completion of the informal conference.
 - 1) The principal shall issue a written and signed disposition of the grievance within ten (10) working days after conference with the grievant.
 - 2) In the event that the District has established a Supervisor of Maintenance and Custodians, the Union or the grievant if not satisfied with the decision of the building principal, shall appeal within ten (10) working days to the Supervisor of Maintenance and Custodians. The Supervisor of Maintenance and Custodians shall meet with the grievant and the Union representative for the purpose of reviewing the grievance. The Supervisor shall issue a written determination within ten (10) working days from the completion of the meeting.
- E) In the event that the grievant or the Union is not satisfied with the written disposition at the previous level, or the Supervisor level, the Union shall have ten (10) working days from the date of delivery of the written decision to appeal the decision to the Superintendent.
 - 1) Within ten (10) working days of the appeal, the Superintendent shall meet with the aggrieved party and Union representative, if requested, to discuss the matter.

The Superintendent shall render a decision in writing within ten (10) working days following the completion of such meeting.

- F) If the Union and the grievant are not satisfied with the disposition of the grievance at the superintendent level and desire to appeal the disposition; the Union shall, within ten (10) working days from receipt of the decision by the Superintendent, appeal his decision to the Board of Education by delivering a written request for appeal to the Superintendent.
- G) The Board shall meet with the grievant and the Union representative for the purpose of hearing the grievance. The Board shall, within thirty (30) working days after such hearing, render a written decision regarding the grievance.
- H) In the event that the Union is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted to binding arbitration according to the rules of the American Arbitration Association within ten (10) days of the receipt of the decision by the Board.

Section 3 - Arbitration

- A) If the Union does not file a written notice of non-acceptance of the Board's determination within ten (10) working days, the Board's determination shall be deemed to have been accepted. If the Union files a written notice within ten (10) working days that the Board's determination is not acceptable, and if such grievance is arbitrable as herein provided, the Union may then submit such grievance to grievance arbitration.
- B) Arbitration proceedings:
 - 1) Demand for arbitration
 - a) The Union may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association then in effect. Such appeal must be taken within ten (10)

working days following the receipt of the District's determination.

- b) Such demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) working days within which to reply to such submission by filing same with the American Arbitration Association.

2) Powers of Arbitrator:

- a) The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article or Section of this agreement.

- 1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

- 2) He shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.

- 3) His powers shall be limited to deciding whether the District has violated the specific Articles or Sections of this agreement. It is agreed (except as to the provisions set forth in this agreement) he shall have no power to change any practice, policy or rule of the District through substituting his judgments for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District.

- 4) He shall have power to make monetary awards, but not to award monetary damages.

- 5) In rendering decisions he shall give full recognition

to the responsibilities of the Board as indicated in the Board Rights provision which establishes the District's rights, powers and authority as that exercised or had by it prior to the date of this Agreement, except as specifically limited by express provisions of this agreement. His decision shall be consistent with the rights reserved to the District by this provision.

- 6) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the arbitrator shall first rule on the question of arbitrability or procedure. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.
 - b) Although the arbitrator may cite case law in making his award he shall have no power to interpret state and/or federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
 - c) The Arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.
 - d) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth herein and it shall be final and binding on the Union, members of the Bargaining Unit, the custodian or custodians involved in the District.
- 3) **Applicability and Duration:** Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this agreement by both parties. No arbitration decision made hereunder shall constitute a binding

precedent with respect to the making of any new agreement between the Union and the District.

- 4) Fees and Expenses:
 - a) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
 - b) All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
 - c) Paid leave time shall be provided any employee of District who is called to testify at an arbitration hearing with no deduction from leave bank.
- C) Grievances concerning the following shall not proceed to binding arbitration:
 - 1) Individual grievances not appealed by the Union.
 - 2) Grievances initiated by a custodian or a group of custodians may not be taken to arbitration without his/her (their) written consent.
 - 3) Any matter which specifically by this Contract is not subject to the grievance procedure, and those items which by this contract are provided to be in the sole discretion of the District.

ARTICLE V

Section 1 - Unpaid Leave of Absence

Any employee desiring a leave of absence from his/her employment shall secure written permission from the District. The maximum leave of absence shall be for thirty (30) days and may be extended for like

periods of time. Permission for extension must be secured from the District in writing. Leave shall be granted for justifiable reasons as determined by the District. Seniority shall not accrue during such leaves or any extensions thereof. Failure to comply with the provisions of this section shall result in loss of seniority for the employee involved. Employee desiring continuation of health and life insurance benefits during such leave shall make arrangements through the Business Office for payment of such benefits before the leave commences. If payment is not made or if other suitable arrangements are acceptable to the Business Office, there shall be no continuation of health or life insurance benefits during such leave.

Section 2 - Short Term Leave

Employees will be allowed annually the following time off with pay subject to the following limitations:

- A) Death in the immediate family. A maximum of five (5) days per incident. Immediate family shall be interpreted to mean husband, wife, child, step-child, mother, father, step-mother, step-father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.
- B) One (1) day absence for the death of other than an immediate family member requires approval of the Superintendent and, if approved, shall be deducted from accumulated sick leave.
- C) Sick leave is for the employee only. However, up to five (5) days sick leave a fiscal school year (July 1, through June 30) may be taken because of illness, doctor, and/or dentist appointments for an immediate family member. Whenever a member schedules a medical and/or dental appointment, which results in the missing of the first hour of a workday, they will be charged only for missing time. Appointments which cause members to be absent from the job beyond the first hour will be charged as a half day leave. (These leave requests are subject to all requirements or procedures of any other leaves found in this agreement.)
- D) Two (2) personal business days annually will be granted – the first day to be paid by the Board, the second day to be charged against

accumulated sick leave. Employees using personal business days shall give appropriate notice to the Business Office or immediate supervisor to insure proper coverage of the facilities. Personal business days are not to be used to extend holidays or other time off or used for leisure-time activities. Personal business days must be used for those activities that cannot otherwise be scheduled outside of work hours.

Section 3 - Union or Public Office Leave

An employee elected or appointed to the Union or public office may be granted, upon request, a leave of up to twenty-four (24) months for such purpose. During such leave, there shall be no pay or other benefits, and seniority will not accrue.

Section 4 - Sick Leave & Retirement/Death Benefit

Sick leave shall accrue at the rate of one and one-half (1½) days per month of active employment during the term of this Agreement. Unused sick leave may accumulate to two hundred (200) days.

Upon retirement, as defined under the Michigan School Employees Retirement System, or death, employees shall be paid for all accumulated sick leave at their then current rate of pay not to exceed the sum of \$1,350.00, for the life of this contract (through June 30, 2012). Such benefits may be payable to the employee or his estate in the event of death.

One (1) additional vacation day will be awarded to custodians who have perfect attendance from July to July, other than approved vacations, holidays, funeral leave, jury duty or one (1) of the two (2) personal days. The additional vacation day is not to be accumulative.

Section 5 - Jury Duty

An employee who is required to serve on jury duty shall not have such time deducted from his/her leave bank. He/she shall not suffer any deduction of pay resulting from such service but shall endorse and deliver to the Business Office his/her jury fee. Such custodian shall notify the District of his/her selection for jury duty as soon as possible to allow the District to cover such absence, if necessary. Employees will

not have to work less than one half (½) day when released from jury duty.

Section 6 - Snow Days

If buildings are closed due to inclement weather, mechanical failure or other acts of God, custodians are expected to report for their regular shift or continue their regular shift unless excused by the Supervisor of Buildings and Grounds. If the custodian is excused, no loss of pay will occur.

ARTICLE VI

Section 1 - Vacancies

All vacancies for custodial positions shall be posted internally for a minimum of five (5) working days before the position is filled. The Board shall fill all vacancies, taking into account factors such as qualifications, work history, attendance and seniority. The decision of the Board to fill a vacancy is not subject to the grievance procedure. The Board reserves the right to hire non-bargaining unit members.

For purposes of this agreement the following definition of a vacancy shall prevail:

1. New position created.
2. Any leave granted by the Board in excess of 24 months.
3. Discharge of existing custodian providing Board agrees to re-post the position.
4. Voluntary quitting of existing custodian providing the Board agrees to re-post the position.

Section 2 - Transfers and Assignments

The Board may transfer or assign any custodian at any time to another building or assignment within the same classification. The Board shall give ten (10) days advance notice of a permanent transfer or assignment with the reason(s) for such transfer. The decision of the Board is not subject to the grievance procedure. A transfer from a Custodian I position to a Custodian II position shall be considered a

demotion and subject to the grievance procedure.

ARTICLE VII

Section 1 - General Provisions

- A. **Pay periods:** All Bargaining Unit members shall be paid every two (2) weeks. Payments shall be by check with itemization of the employee's earnings and all deductions made.
- B. **Bonds:** Should the District require any custodian to give a bond, the cost thereof shall be paid by the District.
- C. **Loss or Damage:** Custodians shall not be charged for the loss or damage of equipment unless clear proof of negligence is shown.
- D. **Uniforms:** The District will annually provide all custodians currently employed an amount of one hundred thirty dollars (\$130.00) to be used for the purchase of appropriate work clothing. (The parties understand that this payment will result in a taxable event. With this understanding, the members have requested that this payment be made in this fashion.) The money will be used to purchase work clothing at a store of the custodian's choice. All custodians must be suitably dressed for their work assignment. Safety equipment will be provided, if necessary, by the District to perform jobs, i.e.: rubber gloves, rubber boots, gloves and goggles.
- E. **Worker's Compensation:** Employees are eligible to use accumulated sick time to cover lost days not eligible for reimbursement from workers' compensation.

Any employee absent due to an accident or work related illness which is compensated by workers' compensation may use their accumulated sick days to supplement their workers' compensation up to their regular rate of pay until their accumulated sick days are exhausted (e.g. workers' compensation pays a certain percentage of an employees pay). The employee may use sick days to make up the remaining percentage so they receive 100% of their pay until their accumulated sick days are exhausted.

- F. **Military Service:** The District agrees to re-employ all custodians

returning from military service in accordance with the Federal Soldiers and Sailors Act.

- G. In the event a employee is required to use their personal vehicle for travel in the course of their employment the District agrees to pay mileage for travel at the current District rate.
- H. The parties agree that the District has the right to conduct performance evaluations. In an effort to clearly communicate expectations and to determine strengths and weakness of job performance the International Brotherhood of Teamsters Local 339 and the St. Clair County RESA have agreed upon a tool. It is understood that the instrument itself will not be the basis for discipline; rather it will serve as an instructional devise used in the development of a plan to assist a member in meeting performance criteria if necessary.

Section 2 - Overtime (Rotating Seniority)

Overtime will be awarded to the person on the top of the rotating seniority list with the person receiving overtime for that day going to the bottom of the list and working his/her way back to the top of the rotating seniority list. If overtime is refused, the custodian's name will be placed on the bottom of the rotating seniority list, working his/her way back to the top of the list.

All overtime, excluding job continuation of two (2) hours or less will be offered from the rotating seniority list, provided such overtime assignment does not interfere with the employee's assigned shirt as determined by the Supervisor of Maintenance & Custodians

Any employee required to work beyond eight (8) hours in one day, or forty (40) hours in one week, Saturday or Sunday shall receive time and one-half (1½) his/her regular hourly rate for all such hours worked. All paid for time will be considered as hours worked in computing overtime.

Custodians, other than those regularly scheduled for Sunday work, may reject a Sunday work opportunity if they desire.

Section 3 - Custodian Classification

Custodians may be employed as a Custodian I or Custodian II

classification. Custodians employed in the Custodian II classification shall be assigned to perform general cleaning responsibilities and may be used on a temporary basis to provide assistance with special and overload assignments under the direction and supervision of the Supervisor of maintenance & Custodians. Custodians employed in the Custodian I classification may be assigned to perform all custodian job responsibilities. All custodians employed on or before June 30, 1997 shall be classified as a Custodian I.

Section 4 - Work Days

Each custodian shall work a shift of eight and one-half (8 ½) hours with one-half (½) hour for a meal break. The starting and ending times for each shift shall be determined by the District.

Should added support be required, a custodian may request of his/her immediate supervisor such support and, if approved, it shall be made available.

Section 5 - Call Backs

In the event that a custodian is called back to work, he/she shall be paid a minimum of two (2) hours at 1½ times his/her regular hourly rate.

ARTICLE VIII

Section 1 - Wage Rate

The hourly rate for the 2009/2012 years for part-time and probationary custodians, Custodians I's, and Custodian II's are set forth on Schedule A attached hereto.

Section 2 - Shift Premium

Each custodian who commences a shift at or after 2:30 p.m. shall, for each hour worked, be paid a shift premium of thirty-five cents (35¢) per hour. Each custodian whose regular shift commences at 10:30 p.m. or later shall be paid thirty-nine cents (39¢) per hour for the life of this contract.

When an afternoon or evening custodian fills in for the day custodian, he /she will not lose his/her shift premium providing the employer required

the change of shift. When a day custodian works before or after their regular shift they will receive the appropriate shift premium for all hours worked outside of their normal shift. If the custodian voluntarily changes shift, no shift premium will be paid for the days worked.

Section 3 - Vacations

Each custodian shall be entitled to vacation days in accordance with the following schedule:

1-5 years	10 work days
6-10 years	15 work days
11 years and above	20 work days

Vacation days shall accrue at the rate of one-twelfth (1/12) of the allowed days per month. A employee may not carry-over more vacation days than the employee will earn the subsequent year.(e.g. if a employee currently earns 15 vacation days per year and is due to earn 20 days the following year, that employee may not carry over more than 20 vacation days that were previously earned.)

Section 4 - Holidays

Holidays shall be such days and at such times as published in the school calendar.

Section 5 - Health Insurance

For each year of this Agreement, the Board agrees to provide medical insurance, by a carrier to determined by the Board, with benefits comparable to those identified in attached Schedule B.

All Bargaining Unit members must assume the responsibility for any increased cost in health premiums beyond the 2011/2012 insurance year. The Board's base premium shall not exceed the Board base premium for the 2011/2012 insurance year. In the event the health insurance premium effective July 1, 2012, exceeds the Board's base premium for the 2011/2012 insurance year, determined by the premium effective July 1, 2011. Bargaining Unit members shall be responsible for the increased premium costs. Costs are to be paid by payroll deduction starting in July 2012.

Section 6 - Group Term Insurance

For each year of this agreement, the District agrees to pay the actual premium cost to provide \$35,000 group term life insurance for all full-time custodians. The carrier for such coverage to be determined by the Board.

Section 7 - Dental Insurance

For each year of this Agreement, the Board agrees to provide dental insurance, by a carrier to be determined by the Board, with benefits comparable to the following.

Basic Services--pays 80% of exams, cleaning, x-rays, fluoride treatment to age 18, fillings, oral surgery, root canals, periodontics.

Major Services - Prosthodontic Services - pays 80% of bridges and repairs, partial and complete dentures, crowns and inlays, etc.

Annual maximum is \$1,000 per person, per calendar year for combined Basic and Major Services.

Section 8 - Vision Care Insurance

For each year of this Agreement, the Board agrees to provide vision insurance coverage by a carrier to be determined by the Board, with benefits comparable to the following:

Examination (Optometrist)	\$28.50	One time every 12 months
Examination (Opthamologist)	\$38.50	One time every 12 months
Regular Lenses	\$47.00	One time every 12 months
Bifocal Lenses	\$81.00	One time every 12 months
Trifocal Lenses	\$101.00	One time every 12 months
Lenticular Lenses	\$119.00	One time every 12 months
Frames	\$65.00	One time every 12 months
Contract lenses (cosmetic)	\$90.00	One time every 12 months
Contact lenses (necessary)	\$175.00	One time every 12 months

Examinations, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) once in a 12-month policy year for each eligible member of the family. Note that color tints and polaroids are included in the above levels.

Section 9 - Long Term Disability

The Board agrees to pay 100% of actual premium costs to provide long term disability by injury or illness subject to carriers exclusions, limitation and reductions. Carrier to be determined by the Board.

Section 10 - Perfect Attendance

If an employee attains perfect attendance for six months with the exception of holidays, bereavement days and other days the RESA is closed, the employer agrees to pay a \$75 bonus. It will be up to the employee to notify the personnel office once the six months perfect attendance is attained.

Section 11

All insurance coverage provided pursuant to this Agreement shall be interpreted and governed by the rules, regulations, limitations, exclusions and procedures of the insurance policy or program, Coverage decisions made by the carrier or the third party administrator are final and are not subject to the grievance procedure.

ARTICLE IX

Section 1 - Severability

If any provision of this Agreement or any application of the Agreement to any employee 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.

Section 2 - District's Rights & Responsibilities

The District hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon or had by it prior to this Agreement, and shall be limited only by the terms and provisions of this contract.

ARTICLE X

Section 1 - Effective Date of Wages & Fringes

This Agreement is effective July 1, 2009.

Section 2 - Term of Agreement

This is a three-year contract covering the following years:

2009/2010, 2010/2011, 2011/2012

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 14th day of May, 2009.

TEAMSTERS LOCAL 339
an affiliate of the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

ST. CLAIR COUNTY RESA

By Ronald J Hreha
Ronald J Hreha, President

By Dan L DeGrow
Dan L. DeGrow, Superintendent

By Regina T. Moran
Regina Moran, Representative

SCHEDULE A

Hourly Rate

The wage scale represents wages as follows for each year of the contract.

	2008/2009	2009/2010	2010/2011	2011/2012
Part-time and Probationary	\$10.51	\$10.51	\$10.51	\$10.67
Custodian II	\$13.97	\$13.97	\$13.97	\$14.18
Custodian I	\$16.60	\$16.60	\$16.60	\$16.85

Each member of the bargaining unit will receive a one-time, off schedule payment in the amount of \$1,000.00 to be paid in the first pay period of November 2009.

Flexible BlueSM Medical Coverage, Flexible Blue RxSM Prescription Drugs With Preventative Care Benefits-at-a-Glance Plan 3

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

In-Network

Out-of-Network

Preventive Care Services

*Payment for preventive care services is limited to a **combined** maximum of \$500 per member per calendar year.

Health Maintenance Exam – includes chest X-ray, EKG, cholesterol screening and other select lab procedures	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Gynecological Exam	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Well-Baby and Child Care	Covered – 100% (no deductible or copay)* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100% (no deductible or copay)*	Not covered
Fecal Occult Blood Screening	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered

Mammography

Mammography Screening	Covered – 100% (no deductible or copay)	Covered – subject to your Flexible Blue medical out-of-network deductible and percent copay
One per member per calendar year, no age restriction		

Physician Office Services

Office Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Outpatient and Home Medical Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Office Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Urgent Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Emergency Medical Care

Hospital Emergency Room	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Ambulance Services – medically necessary	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

Diagnostic Services

Laboratory and Pathology Services	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Diagnostic Tests and X-rays	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

In-Network

Out-of-Network

Diagnostic Services (cont.)

Therapeutic Radiology	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Colonoscopy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
One per member per calendar year		

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 100% after in-network deductible Includes care provided by a certified nurse midwife	Covered – 80% after out-of-network deductible
Delivery and Nursery Care	Covered – 100% after in-network deductible Includes delivery provided by a certified nurse midwife	Covered – 80% after out-of-network deductible

Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Unlimited days		
Inpatient Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Chemotherapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after in-network deductible, in participating skilled nursing facilities only Limited to 90 days per member per calendar year	
Hospice Care	Covered – 100% after in-network deductible, through a participating hospice program only Limited to dollar maximum that is reviewed and adjusted periodically	
Home Health Care – medically necessary	Covered – 100% after in-network deductible, by a participating home health care agency only	
Home Infusion Therapy – medically necessary	Covered – 100% after in-network deductible, by participating providers only	

Surgical Services

Surgery – includes presurgical consultations, related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Voluntary Sterilization	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100% after in-network deductible, in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Kidney, Cornea and Skin	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Inpatient Substance Abuse Treatment	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Limited to a combined maximum of 60 days per calendar year with 120 days lifetime per member		
Outpatient Mental Health Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible, in participating facilities only
Limited to a combined maximum of 120 visits per member per calendar year		
Outpatient Substance Abuse Treatment – in approved facilities only	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible, in approved facilities only
Limited to annual state-dollar amount (that combines outpatient and residential substance abuse)		

Other Covered Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Allergy Testing and Therapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Osteopathic Manipulative Therapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Chiropractic Spinal Manipulation	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Limited to a combined maximum of 24 visits per member per calendar year		
Outpatient Physical, Speech and Occupational Therapy Services – provided for rehabilitation	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible Note: Outpatient physical therapy is not covered at nonparticipating facilities.
Limited to a combined maximum of 60 visits per member per calendar year		
Durable Medical Equipment	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Prosthetic and Orthotic Appliances	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Prosthetics	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Orthotic Appliances (excludes shoe inserts)	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Private Duty Nursing Services	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

In-Network

Out-of-Network

Prescription Drug Coverage

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductible, copay, out-of-pocket copay maximum and lifetime dollar maximum required under your Flexible Blue medical coverage.

Flexible Blue Rx SM Prescription Drug Plan: <ul style="list-style-type: none"> • Federal-legend drugs • State-controlled drugs • Disposable needles and syringes – dispensed with insulin • Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of prescribed medication by mail from Medco (no coverage out-of-network) 	Network Pharmacy: 100% of approved amount after Flexible Blue medical coverage deductible Non-Network Pharmacy: 80% of approved amount after Flexible Blue medical coverage deductible (The 20% out-of-network copay will not be applied toward your annual Flexible Blue deductible, out-of-pocket copay maximum or lifetime dollar maximum.)
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Note: A **network pharmacy** is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan.
 A **non-network pharmacy** is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Deductible, Copays and Dollar Maximums

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible Note: Your deductible combines the deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$4,000 for a one-person contract or \$8,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.		
Copays <ul style="list-style-type: none"> • Fixed Dollar Copays • Percent Copays 	None	None 20% of approved amount Note: Services without a PPO network and emergency services are covered at the in-network level.
Copay Dollar Maximums <ul style="list-style-type: none"> • Fixed Dollar Copays • Percent Copays 	Not applicable	Not applicable \$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year (excludes 20% out-of-network prescription drug copays) Note: Your copay dollar maximum combines the copay amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.
Dollar Maximums	Combined \$5 million lifetime per member for Flexible Blue medical coverage and Flexible Blue prescription drug coverage and a separate \$1 million lifetime per member per covered specified organ transplant type	

Optional Riders

Rider FB – OCSM-24	Adds coverage for osteopathic and chiropractic spinal manipulation, up to 24 visits per member per calendar year.
Rider FB – RM100 and Rider FB – PC 500M	Removes copay and deductible for mammography services provided by PPO providers. Adds coverage for preventive care benefits provided by PPO providers, up to a combined maximum of \$500 per member per calendar year. Mammography services are not included in the \$500 annual maximum. Note: These riders are available only as a "package" of preventive care services.
Rider CI, Rider PCD2 and Rider PD-CM	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as a "prescription drug package" with the Flexible Blue Prescription Drug Plan. Riders CI and PCD2 are part of your medical-surgical coverage and Rider PD-CM is part of your prescription drug coverage.
Rider XVA	Excludes benefits for voluntary abortions.