
Plymouth-Canton

PC

Community Schools

Agreement

Between the

Plymouth-Canton Board of Education

and the

Plymouth-Canton Education Office

Personnel

Local 6172

2010 - 2012

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ARTICLE I

RECOGNITION

- 1.1 THE PLYMOUTH-CANTON EDUCATIONAL OFFICE PERSONNEL, LOCAL #6172, shall be recognized as the exclusive bargaining agent for all regular secretarial/clerical personnel employed by the Plymouth-Canton Community School District as stated in the secretarial salary schedule.
- 1.2 The following positions are excluded from the bargaining unit:
 - Secretary to the Superintendent;
 - Secretary to the Deputy Superintendent;
 - Secretaries to the Assistant Superintendents;
 - Secretary to the Executive Directors
 - Substitutes
- 1.3 The purpose of this Agreement is to promote harmonious relations, cooperation and understanding between the Board, management personnel employed by the Board, and employees represented by the Union by establishing agreed upon standards for wages, hours, conditions of employment, working conditions, Board Management rights, and Union employee rights, and a means of resolving any disputes or misunderstandings regarding same.
- 1.4 Copies of this Agreement, signed by the Negotiating Committee of the Union and by the Negotiating Committee of the Board and the President and Secretary of the Board, shall be distributed by the Board within thirty (30) working days of the signing hereof, to all employees represented by the Union. At the time of employment all new employees covered under this Agreement shall receive a copy of this Agreement and benefits will be reviewed with the new employee. This requirement is the responsibility of management.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:
 - 2.11 to the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;
 - 2.12 to hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
 - 2.13 to establish levels and assignments as deemed necessary or advisable by the Board;

- 2.14 to determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing dissemination, and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
- 2.15 to adopt rules, regulations and determine the number, need and length of their assignments;
- 2.16 determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 2.17 to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- 2.18 to determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- 2.2 The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.
- 2.3 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
- 2.4 Nothing in this Master Agreement shall be construed to limit the power and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as are conferred under the School Code.
- 2.5 The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III

EMPLOYEES' RIGHTS

- 3.1 The Administration shall send to the President of the Union a copy of all job postings at the time positions are posted.
- 3.2 The Employer shall notify the President of the Union of the hire, transfer, promotion, termination, leaves of absence, and returns of all employees covered by this Agreement, within a reasonable time period.
- 3.3 The Union shall have the right to use school buildings, property, and facilities without charge to conduct Union business. Arrangements shall be made with the appropriate administrator at least one week in advance.

- 3.4 Interschool courier service shall be made available to the Union.
- 3.5 Union members will be paid their wages for grievance hearings if such occurs during the member's scheduled work hours and will not be required to make up the time.
- 3.6 Employees may review contents of their personnel file upon request and may be accompanied by a P.C.A.E.O.P. officer if she/he so desires. An employee may have placed in her/his personnel file a rebuttal or her/his explanation of a document in her/his personnel file, which she/he regards as detrimental.
- 3.7 Following the probationary period, employees shall be disciplined or discharged only for just cause. By way of illustration and not limitation, just cause shall include:
1. Refusal or failure to accept or perform work in accordance with the provisions of this Agreement.
 2. Refusal or continued failure to perform work properly and efficiently.
 3. Drinking, intoxication or use of illegal or controlled substances.
 4. Excessive tardiness or absenteeism.
 5. Insubordination.
 6. Interference with the performance or assignment of another employee or the employer.
 7. Improper or immoral language or conduct.
 8. Theft.
- 3.8 Corrective discipline of employees shall be defined as any oral warning, written reprimand, suspension, or discharge.

ARTICLE IV

STRIKES AND LOCKOUTS

- 4.1 The Union agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sitdown, stay-in, slowdown or work interference or curtailment of any kind for any reason. The Union agrees it will not cause, nor will any member of the Union take part in, any picketing of any of the District's schools or buildings.
- 4.2 The Union further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sitdowns, stay-ins, slowdowns, picketing or work interference curtailments of any kind by notifying the employees and the public that it disavows these acts.
- 4.3 All stewards and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strikes, sitdowns, stay-ins, slowdowns, picketing or work interference or curtailments of any kind.

4.4 The Union agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to grievance as to whether the employee was involved in said action.

4.5 The Board agrees that during the life of this Agreement there shall be no lockouts and insofar as may be permitted by law the Board hereby waives any right that it may have to sue the Union for damage resulting from unauthorized work stoppages.

ARTICLE V

NON-DISCRIMINATION

5.1 The provisions of this Agreement apply to all employees covered by this Agreement regardless of religion, race, color, national origin, age, sex, height, weight, or marital status.

ARTICLE VI

UNION DUES

6.1 Secretarial personnel covered by this Agreement must, as a condition of employment, either join the Union and pay Union dues, or pay to the Union a representative service fee in the amount of which shall be determined by the Union as an employee's pro-rata share of the Union's cost of negotiating and administering the collective bargaining Agreement, and which sum shall be certified to the Board on an annual basis.

6.2 Upon successful completion of the probationary period, such dues and fees will be deducted in equal sums of monies beginning with the second pay in September and concluded with the first pay in June. In no event shall the fees be greater than the dues.

6.3 The Union shall indemnify and save the School District, its employees and the Board of Education and individual Board members harmless against any and all claims, demands, suits, judgments, damages or other forms of action taken by the School District for the purpose of complying with this Article.

ARTICLE VII

VACATIONS

7.1 52 Week Personnel

7.11 Beginning with the first fiscal year of employment, employees will earn paid vacation of one (1) day for each month of employment to a maximum of twelve (12) days.

7.12 Vacation days earned during the year are to be taken during the following full fiscal year. Example: Vacation days earned in Year 1 are to be taken in Year 2.

Year of Employment	Earn Paid Vacation Days
Year 1	Up to 12
Year 2	12
Years 3-4	15
Years 5 +	20

7.2 48 Week Personnel

7.21 Beginning with the first fiscal year of employment, employees will earn paid vacation of one (1) day for each month of employment to a maximum of twelve (12) days.

7.22 Vacation days earned during the year are to be taken during the following full fiscal year. Example: Vacation days earned in Year 1 are to be taken in Year 2.

Year of Employment	Earn Paid Vacation Days
Year 1	Up to 12
Years 2 – 4	12
Years 5 +	15

7.3 45 Week Personnel

7.31 Beginning with the first fiscal year of employment, employees will earn paid vacation of one (1) day for each month of employment to a maximum of ten (10) days

7.32 Vacation days earned during the year are to be taken during the following full fiscal year. Example: Vacation days earned in Year 1 are to be taken in Year 2.

Year of Employment	Earn Paid Vacation Days
Year 1	Up to 10
Years 2 – 4	10
Years 5 +	13

7.4 43 Week Personnel

7.41 Beginning with the first fiscal year of employment, employees will earn paid vacation of one (1) day for each month of employment to a maximum of ten (10) days.

7.42 Vacation days earned during the year are to be taken during the following full fiscal year. Example: Vacation days earned in Year 1 are to be taken in Year 2.

Year of Employment	Earn Paid Vacation Days
Year 1	Up to 10
Years 2 – 4	10
Years 5 +	12

7.5 Beginning July 1, 2003 secretaries will submit a tentative vacation schedule to her/his immediate supervisor. All vacation days will be approved in advance by the immediate supervisor. Vacation days may be changed throughout the work year by providing prior notification to the immediate supervisor.

- 7.6 Vacations may be taken during the time school is in session, with approval of the immediate supervisor and the Executive Director of Human Resources or his/her designee, and shall be taken the school year following the year in which they are earned. Deviations from the above will be approved in writing by the immediate supervisor and the Executive Director of Human Resources or his/her designee. Substitute clerical personnel may replace secretarial/clerical personnel on vacation, as requested by the immediate supervisor and the approval of the Executive Director of Human Resources or his/her designee.
- 7.7 If agreement regarding vacation approval cannot be reached between the supervisor and the secretary, the secretary may appeal the decision/inaction to a committee composed of two (2) representatives of the administration, appointed by the Executive Director of Human Resources and two (2) representatives of the Union, appointed by the Union President. A majority of the committee must overturn the original determination. The decision of the committee will be final and non-appealable. While the committee decision is pending, no loss of days will occur.
- 7.8 Vacation days shall not be accrued from year to year. By June 30 of each year all the vacation days for that year must be used and may not be carried over to the next fiscal year. Unused earned vacation days will be paid in the pay period following the last day of the secretaries work year. Payment for unused vacation days will be capped at five (5) days. Days remaining after five will be lost.
- If any district building is scheduled to be closed the week in which the Fourth of July holiday occurs, those secretaries at closed buildings will make arrangements through her/his immediate supervisor to work in a different location or use vacation time, compensation time, or unpaid days during this week. Prior approval from the immediate supervisor and the Executive Director of Human Resources or his/her designee must be requested at least two weeks before the Fourth of July week.
- 7.9 If accumulated vacation time, or compensatory time is available, it may be used on the day preceding or the day following a paid holiday, with the one-week prior approval of the immediate supervisor.
- 7.10 An employee hired the first (1st) through the fifteenth (15th) day of the month will earn one (1) vacation day for that month. An employee hired after the fifteenth (15th) day of the month will earn one-half (1/2) vacation day for that month.
- 7.11 Fiscal year is July 1 - June 30.
- 7.12 Vacation days will be paid at eight (8) hours per day. Part time employees will have the paid vacation day prorated.

ARTICLE VIII

HOLIDAYS

- 8.1 52 Week and 48 Week Personnel shall be granted the following paid holidays:

December 30	Thanksgiving Day	Memorial Day
New Year's Eve Day	Day after Thanksgiving	Good Friday
New Year's Day	Labor Day	Personal Holiday
Christmas Eve Day	Independence Day	Christmas Day
December 26		

8.2 43 Week and 45 Week Personnel shall be granted the following paid holidays:

December 30	Thanksgiving Day	Memorial Day
New Year's Eve Day	Day after Thanksgiving	Good Friday
New Year's Day	Labor Day	Personal Holiday
Christmas Eve Day	Christmas Day	December 26
Independence Day (Extended School Year Employees, only)		

- 8.3 In order to qualify for pay for holiday, an employee (unless ill) must work the day preceding a holiday and the day after if these days are normal working days.
- 8.4 A compensatory holiday will be granted when a paid holiday falls on Saturday or Sunday.
- 8.5 All secretarial/clerical personnel, after completion of a satisfactory probationary period, shall be eligible for holiday pay.
- 8.6 Employees required to work any of the above holidays shall receive double time for hours worked in addition to the regular holiday pay.
- 8.7 Holidays will be paid at eight (8) hours per day. Part time employees will have the paid holiday prorated.
- 8.8 Effective for 2011-2012 school year only ALL members will be required to use their personal holiday (listed in 8.1 & 8.2 above) as a furlough day. This must be taken on a non-student day.

ARTICLE IX

SENIORITY

- 9.1 Seniority will begin with the first day of employment as a regular employee within the bargaining unit.
- 9.2 If two or more employees have the same "Seniority Date" they will have their positions on the "Seniority List" decided by a lottery system, upon completion of their probationary period. The President of the Union or her designee will meet with the Administration to conduct the lottery. Employees involved may be present at the lottery.
- 9.3 An employee's seniority shall terminate when:
- 9.31 an employee resigns or is discharged.
 - 9.32 an employee retires.
 - 9.33 an employee violates the terms of a leave of absence.
 - 9.34 an employee is absent without properly notifying the management unless a satisfactory reason is given.
 - 9.35 an employee fails to return to work and does not give a satisfactory reason within three (3) days after being notified to do so by management via certified mail.

9.36 an employee is laid off for a continuous period equal to seniority she had acquired at the time of such layoff.

9.4 An employee who takes another position with the Plymouth-Canton Community School District shall not continue to earn seniority in this bargaining group while in such position. If this person returns to the bargaining unit, she will receive only the seniority she accumulates up to the time of leaving this bargaining unit.

ARTICLE X

PROBATION

10.1 A probationary period of ninety (90) working days will be served by all new employees. No fringe benefits will be received until after the satisfactory completion of the probationary period. Probationary period may be waived by the employer.

ARTICLE XI

SCHOOL CANCELLATION

All regular seniority employees will be paid for any day when school is canceled by an Emergency School Closing, such as storms, etc. This provision will result in no loss of pay nor increase in pay as a result of an Emergency School Closing day that must be rescheduled.

ARTICLE XII

POSTINGS, PROMOTIONS and VOLUNTARY TRANSFERS

12.1 All vacancies and new positions will be posted with five (5) workdays after the vacancy occurs. The position will be posted for five workdays and filled within twenty (20) workdays after the posting closes unless both parties mutually agree to extend any timelines.

Vacancies and new positions will be posted as a general posting for both Union members and external candidates and will be filled with the most qualified applicant, as determined by the administration, for the position using criteria such as training, experience, attitude, seniority, health and ability to get along with others.

Any Union member having made application for an open position shall be given full consideration; all applicants will be notified of subsequent hiring. However, Union members, who meet the posted qualifications, will be interviewed before external applicants are interviewed.

Upon the Union member's request, a Union member who was not selected for a posted position will at least be given verbal feedback from the administrator about the reason(s) he/she was denied the position.

Both parties recognize the need for flexibility when a Union member is selected for an open position; therefore, administration will determine when the Union member begins the assignment.

All positions will be posted at the Administration Building and on the district website when school is not in session.

- 12.2 On promotion to a higher classification, an employee within the Union will not take a decrease in salary and will be placed on the first step in the new classification, which gives the secretary an increase in her/his hourly rate of at least \$0.25 per hour.
- 12.3 An employee who has successfully accepted a promotion will not be eligible to make application for another position for a period of one (1) year unless mutually agreed between the employee, administration, and Executive Director of Human Resources.
- 12.4 Members of the bargaining unit can request a voluntary transfer to other assignments in the district provided that the member made a confidential request in writing to the Union President and the Executive Director of Human Resources or his/her designee. Voluntary transfers can only be considered when professional differences among the parties in the job location are irreconcilable and all resolutions to improve the situation have been attempted. Transfers cannot be used to avoid poor evaluations or potential disciplinary consequences.

In order for the transfer to be considered, a bona fide vacancy must exist in a same or lower classification and within the same length of work year or less. The employee must also meet the qualifications of the vacant position to be considered for a transfer.

Before a transfer can be considered, the Executive Director or his/her designee will discuss the transfer with all administrators and employees involved in this possible change of assignment. The Executive Director or his/her designee will notify the Union President of the final decision with regards to the transfer and this decision cannot be appealed or grieved. An employee who was transferred will not be eligible to make application for another position for a period of one (1) year.

This section on Voluntary Transfers will not limit or restrict the administration's right to exercise an involuntary transfer when necessary, consistent with Article II, section 2.12. The Union will be notified of all involuntary transfers and be presented the reasons for the involuntary transfer.

ARTICLE XIII

POLICY OF WORK

- 13.1 To maintain efficiency, temporary assignment (s) may be made by the administration in each department or school location in consultation with the Executive Director for Human Resources or his/her designee. Each temporary job assignment shall not exceed 90 workdays annually.

Before the 91st day, the temporary assignment can be extended if the District and the Union mutually agree. If agreement cannot be reached, then the temporary assignment must either be vacated or a new position must be created and posted through the job reclassification committee.

Temporary assignments must first be offered to Union members who are interested, provided the members meet the qualifications and have completed their regular work year.

By September 1st and/or March 1st of each year, Union members who are interested in a temporary assignment must notify the Executive Director for Human Resources that he/she is available. The list will be provided to the Union president.

Temporary assignments will be paid at the substitute rate.

13.2 Secretaries to Principals - Districtwide - shall have the right each year in July to opt for a shorter work year upon written mutual agreement between the employee and the Executive Director of Human Resources, or his/her designee.

13.3 The normal work schedule shall be an eight (8) hour work day for 203 days each school year. All other days will be paid at 7.5 hours per day. Lunchtime will not be considered a part of the workday.

The 203 eight (8) hour workdays will begin no sooner than the second Monday of August and will continue through June 30th. Secretaries should schedule the 203 workdays on their individual calendars, which must be approved by her/his administrator. All remaining workdays during the secretary's work year will be paid at 7.5 hours.

For the 2005-2006 school year only, all workdays beginning February 27, 2006 through June 30, 2006 (when students are not present) will be an eight (8) hour workday, not to exceed 23 days.

During the 203 days in which the day is 8 hours, eligible secretaries will be paid for 8 hours if off on sick leave, personal business or snow days.

13.4 Employees may take a break of not to exceed fifteen (15) minutes in the first half of the workday and not to exceed fifteen (15) minutes in the second half of the workday. Time of break shall be determined cooperatively by the employee and her immediate supervisor. Abuse of break may result in cancellation for offending employee.

13.5 43 Week Personnel are to work 215 days. 45 Week Personnel are to work 225 days. 48 Week Personnel are to work 240 days. Paid holidays are to be considered time worked for those employees eligible.

13.6 Regular secretarial personnel, if qualified, may apply to substitute during that period which they are not regularly employed, and will be paid on a substitute basis.

13.7 The need for co-op office workers will be determined by the supervision of the respective location, meeting with the Executive Director for Business and the Executive Director for Human Resources, between August 20 and September 4 for the following fiscal school year. Factors involved will include the size of the school, number of students, number of certified and classified school personnel, availability of a public address system and the school program. It is not the intended purpose to eliminate secretarial positions.

13.8 An employee may, only at his/her discretion, administer medication or first aid to students.

13.9 At the time of employment, the Executive Director of Human Resources or his designee shall evaluate all previous experience for step placement on the salary schedule.

ARTICLE XIV

OVERTIME

14.1 Overtime pay at the rate of time and one-half for hours worked over forty (40) hours per week will be paid when approved in advance by immediate supervisor. Regular salary rate will be paid for any hours worked over 37.5 hours to 40 hours per week.

- 14.2 Compensatory time and one-half off, in lieu of overtime salary for hours worked over forty (40) hours per week, may be granted when mutually agreed upon by the employee and his/her immediate supervisor.
- 14.3 Compensatory time may be granted for adjusted workweek when mutually agreed upon by the employee and her immediate supervisor.
- 14.4 No overtime will be permitted in the future without prior written consent of the secretary, supervisor and personnel department except in an emergency situation where it is the duty of the secretary to remain. Emergency shall be defined as a student or job related situation. Compensation for the emergency time will be resolved at a later date. Secretaries who choose to stay beyond his/her scheduled work day without the signed written agreement will not be compensated for that time as either overtime pay or compensatory time. If a secretary is in a position that is remaining at 7.5 hours per day, and must remain after for up to one half hour on a given day, this time will be paid at the regular rate. All compensatory time must comply with the above.

On occasions when there is an emergency, it may be necessary for a secretary to stay beyond her/his respective day. If this situation occurs during a 7.5 hour workday, the secretary will be paid for the first additional half hour at his/her regular hourly rate and can accumulate compensatory time up to a total of 16 hours for any additional work hours after eight (8) hours. Secretaries can accumulate compensatory time up to a total of 16 hours. Compensatory time may be accumulated, during the school year only, and must be taken by June 30 of each year.

ARTICLE XV

INSURANCE

- 15.1 **HEALTH INSURANCE.** Effective September 1, 2011, the Board agrees to pay 80% of the premium/illustrated rates for medical coverage for single subscriber, two-person and full family coverage for full time employees. Employees who are insured through the district program will contribute 20% of the cost for insurance. These contributions will be payroll deducted.

The Board reserves the right to bid and name the carrier for any portion of the plan, including prescription co-pay. Contraceptives will be added to the prescription drug plan. If there is a change in the insurance plans during the life of this agreement, the Board agrees to meet with the Plymouth-Canton Educational Office Personnel to discuss those changes and possible implementation. *See Appendix C for details.*

- 15.11 For personnel employed on a part time basis (less than 7.5 hour/day or more full time, 43, 45, 48 and 52 week personnel), Blue Cross Hospital-Surgical Master Medical Insurance will be provided, if desired, with the premium to be paid by the employee on a pro-rata basis.
- 15.12 The District maintains the right to change insurance carriers if same benefits are provided.

15.2 Life Insurance:

15.21 Plymouth-Canton Community School District will provide for a term life insurance policy of \$25,000 for each regular 7.5 hour/day or more, full time, secretarial/clerical employee (includes 43, 45, 48, and 52 week personnel).

15.22 For personnel employed on a part time basis (other than 7.5 hour/day or more full time, 43, 45, 48 and 52 week personnel), life insurance will be provided if desired, with the premium to be paid by the employee on a pro-rata basis; the same pro-rata basis shall apply to all fringe benefits.

15.3 Long Term Disability

15.31 The Plymouth-Canton Community School District will pay the full premium for income protection insurance as provided under the District's current Long Term Disability (L.T.D.) policy and subject to the terms and conditions of the carrier. The L.T.D. plan shall provide for a ninety (90) calendar day waiting period and shall pay 66 2/3 % of salary to a maximum of \$1,600 per month.

15.4 Dental:

15.41 Plymouth-Canton Community Schools' Board of Education shall pay 80% of the cost of dental coverage up to full family coverage. Employees who are insured through the district program will contribute 20% of the cost of dental insurance. See *Appendix A*

15.42 Effective July 1, 1995 the District will implement Coordination of Benefits Sufficing for Dental Insurance. (per Memo of Understanding, August 3, 1995) All members of the bargaining unit who have coverage available from another source as a paid benefit of employment (e.g. spouse or second employer) shall be placed in a 50% suffix if:

1. The second policy has coverage of at least 50% for basic coverage and 50% for major services.
2. If the benefit levels under the other carrier are less than 50% in any of the two (2) categories, the employee upon reasonable presentation of proper documentation shall not be placed in the 50% suffix and shall remain in the 80/80/80 suffix.
3. Individuals, who are employees of the District as of June 13, 1995 and who may be impacted as to orthodontics as a result of this change, will have their situation reviewed and addressed on a case-by-case basis so that coordination of benefits does not adversely affect current orthodontic coverage contractually available to those employees

15.5 Vision: Plymouth-Canton Community Schools' Board of Education shall pay 80% of the cost of Plan II Vision Insurance. Employees who are insured through the district program will contribute 20% of the cost of vision insurance.

15.51 Family Coverage -The Board shall provide Vision Insurance through Meritain Health at the benefit level listed below, for all full time 43, 45, 48 and 52 week employees.

15.6 The Board shall not be liable for disputes between insurance carriers and employees provided that the Board has properly transmitted insurance premiums.

ARTICLE XVI

LEAVES OF ABSENCE

16.1 Sick Leave:

- 16.11 48 and 52 week personnel will be entitled to earn sick leave of one work day with pay for each month of service beginning with the month of hire and cumulative to 148 days.
- 16.12 43 and 45 week personnel will be entitled to earn sick leave of one work day with pay for each month of service beginning with month of hire and cumulative to 140 days.
- 16.13 On July 1 of each fiscal school year, 48 and 52 week personnel shall be credited with twelve (12) sick leave days. 45 week personnel, on the day they return to work from the summer break, shall be credited with eleven (11) sick leave days. 43 week personnel, on the day they return to work from summer break shall be credited with ten (10) sick leave days.
- 16.14 Employees returning from sick leave or extended leave may be requested to present a doctor's statement that the employee is able to return to work.
- 16.15 Consideration will be given for the use of accumulated sick days in cases of family illness, when recommended by the immediate supervisor.
- 16.16 The District reserves the right to have an employee examined by a physician at any time.

16.2 Workers' Compensation:

- 16.21 As required by law, all employees of this Agreement are covered by the Michigan Worker's Compensation Act.

16.3 Maternity Leave:

- 16.31 The Plymouth-Canton Community School District shall grant a leave of absence for maternity, without pay or benefits, to any regular secretarial/clerical employee who has been employed for one year or more, upon written request for such leave and upon proper certification of pregnancy by the employee's physician. Seniority shall accrue to the employee while on a maternity leave of absence. Health insurance shall be continued while the employee is on leave equal to the length of coverage provided by COBRA provided remittance of 100% (full) of the premium is received by the first of each month.
- 16.32 An employee upon notification of pregnancy must notify her immediate administrative supervisor and shall be permitted to remain on their regular work until they have become disabled. At the end of their seventh (7th) month of pregnancy the employee will be required to submit a physician's report indicating her ability to work. Returning from an approved maternity leave will be contingent upon an appropriate opening in the District. If no opening occurs, an employee will be assigned to the first appropriate opening she is capable of filling.
- 16.33 Maternity leave of absence may be for a period of two (2) full years if so requested by the employee.

16.4 Personal Business:

- 16.41 TWO PERSONAL BUSINESS DAYS PER YEAR may be granted upon the approval of the immediate administrative supervisor. Days approved are deducted from the employee's sick bank. Substitute secretaries may replace personnel using personal business leave.
- 16.42 ONE ADDITIONAL PERSONAL BUSINESS DAY may be granted without the approval of the immediate administrative supervisor to those employees having thirty (30) days or more in the sick leave bank. Personal business days are deducted from the employee's sick bank. Substitute secretaries may replace personnel on personal leave.
- 16.43 ONE-HALF ADDITIONAL PERSONAL BUSINESS DAY may be granted without the approval of the immediate administrative supervisor to those employees having more than eighteen (18) days and less than thirty (30) days in the sick leave bank. Personal business days are deducted from the employee's sick bank. Substitute secretaries may replace personnel on personal leave.
- 16.44 Secretarial/clerical personnel will use prudent good judgment in notifying immediate administrative supervisor prior to using personal business days.
- 16.45 When there is a request for personal business days, the immediate supervisor may grant any portion of the time under personal business with the remaining portion being assumed by the applicant with loss of pay.
- 16.46 Denial of the request for a personal business day may be appealed to a committee composed of two (2) representatives of the administration, appointed by the Executive Director of Human Resources and two (2) representatives of the Union, appointed by the Union President. A majority of the committee must overturn the original determination. The decision of the committee will be final and non-appealable.
- 16.47 Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.

16.5 Extended Leaves of Absence:

- 16.51 Any regular office employee, in the full time service of the School District of one year or more, without pay or benefits, may make application for a leave of absence in writing to the Executive Director of Human Resources. Seniority shall accrue to the employee while on a extended leave of absence. Health insurance shall be continued while the employee is on leave equal to the length of coverage provided by COBRA provided remittance of 100% (full) of the premium is received by the first of each month.
- 16.52 Leave of absences for personal or family health reasons in the immediate family, as defined in Section 16.71, shall be granted upon verification by the attending physician. Seniority shall accrue to the employee while on this leave of absence. Health insurance shall be continued while the employee is on leave equal to the length of coverage provided by COBRA provided remittance of 100% (full) of the premium is received the first of each month.

Leaves of absence for personal circumstances of a highly unusual or compelling nature, may be granted only upon the approval of the immediate supervisor and the Executive Director of Human Resources.

- 16.53 Notice of intention to return or resign must be sent to the Executive Director for Human Resources prior to one month before the expiration date of the leave. Failure to provide such notice shall be equivalent to a resignation.
 - 16.54 When returning from a leave of absence of one month or longer, or after an accident or surgery, office employees must obtain a certificate of good health from a doctor designated by the District.
 - 16.55 Employees granted a leave of absence will have the position held open for ninety (90) calendar days unless the request for leave exceeds ninety (90) days. A position may be held for longer than ninety (90) calendar days upon approval by the Executive Director of Human Resources or his/her designee. Bargaining unit members granted leaves longer than ninety (90) calendar days will be reinstated in positions that are the same or similar to the ones held when granted the leave, if available. If no same or similar position is available, the employee will be placed in the first available position at or below her classification level.
 - 16.56 Upon notice of intent to return, the Executive Director of Human Resources shall reply as to the status of existing positions and the options available to the employee. Such reply shall be forwarded to the employee and the President of the Union. If an available option is not exercised within one (1) week, the employee's leave will be canceled and employment terminated.
 - 16.57 Vacation time, accumulation of sick leave and other employee benefits shall not be accrued during personal leaves of absence, but they shall be retained.
- 16.6 Leave for Jury Duty & Subpoena Witness:
- 16.61 Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror, except the money received for mileage, shall be deducted from the pay which would normally be earned while serving as a juror. This provision to apply in the event the Employer is unable to obtain a waiver of such duty.
- 16.7 Bereavement:
- 16.71 In the event of a bereavement in an employee's immediate family, a seniority employee may take up to five (5) working days of his accumulated sick leave, with pay, at the time of bereavement. Immediate family is construed to mean wife, husband, children, parents, brother, sister, grandparents, mother-in-law, father-in-law. Additional days may be granted in extenuating circumstances, or to travel long distances for funeral services, providing said time has been approved. One day off will be granted for brother-in-law, sister-in-law and spouse's grandparents.
- 16.8 Union Days:
- 16.81 The Union shall be granted the use of ten (10) days per year for the purpose of Union business or membership related activities upon prior notification to the Executive Director for Human Resources. These days can be used as full days per member or in any hourly increment as requested by the Union President and will be

tracked by the Human Resources office. Notification will include the name of the member(s) and the assignment(s) and the incremental hourly usage requested.

ARTICLE XVII

PROFESSIONAL PROBLEMS

17.1 Grievance Procedure:

17.11 A grievance shall be defined as a written complaint by an employee in the bargaining unit or the Union alleging a violation, misinterpretation or misapplication of the specific terms of this Agreement.

17.12 Working days shall be Monday through Friday, excluding holidays.

17.13 Time limits may be extended by mutual agreement which will not be unreasonably withheld provided the grievance is initiated per the contractual time limits.

17.14 Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last written decision rendered.

17.15 A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.

17.16 No grievance shall be processed based on the occurrence of a condition prior to the execution of this Agreement.

17.2 Grievance Procedure (All grievances must be handled by the following procedure):

17.21 Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the immediate supervisor whose action led to the alleged contract violation. Every effort shall be made to resolve the problem informally. This initial step will be taken by the employee individually. However, in cases where two (2) administrators are present at this meeting, the employee may request a Union representative be present.

17.22 Step 1 The employee shall, within five (5) working days of the alleged occurrence discuss his/her problem with her supervisor at an informal conference.

An employee not satisfied with a personal conference with his/her supervisor may take his/her problem to the committee for consultation. The committee chairperson may visit the supervisor in a further effort to resolve the grievance, which visit shall occur within five (5) working days after the event giving rise to the problem. The supervisor shall give his/her decision within three (3) working days.

17.23 Step 2 If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the committee chairperson within five (5) working days following the decision reached at the informal conference of this procedure. The written grievance may be presented to and discussed with the supervisor by no more than two (2) committee representatives accompanied by the employee at the discretion of the committee. Delivery of a grievance shall also be made to the Executive Director of Human Resources or his/her designee, and must

be time stamped. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his decision in writing, together with the supporting reasons to the committee chairperson and employee.

17.24 Step 3 Within seven (7) working days after delivery of the supervisor's decision, the grievance may be appealed to the Superintendent or his designee, by the committee chairperson. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within ten (10) working days after delivery of the appeal, the Superintendent, or his/her designee, shall investigate the grievance and shall communicate, in writing, his reasons to the committee chairperson, and to the supervisor. As part of his investigation the Superintendent, or his/her designee, may give the aggrieved employee and also to the committee chairperson an opportunity to be heard.

17.25 Step 4 Arbitration: Any unresolved grievance which related to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

Arbitration shall be invoked within ten (10) working days of the decision in Step 3 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice the parties desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

17.251 The arbitrator, the grievance committee chairperson, or the employer may call any employee as a witness in any arbitration hearing.

17.252 Each party shall be responsible for the expenses of the witnesses that they may call.

17.253 The arbitrator shall have no power to rule on any matter not involving any alleged violation of specific provisions of this Agreement, nor to rule on contents of an evaluation, termination of a probationary employee or to interpret state or federal statutes.

17.254 The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

17.255 The decision of the arbitrator shall be final, conclusive and binding upon employer, employees, and the Union.

17.256 The expenses of the arbitrator shall be shared equally by the parties.

17.257 There shall be a standard grievance form for all levels. The employee may ask a member of the committee for help in filling out this form.

ARTICLE XVIII

PROFESSIONAL IMPROVEMENT & PROFESSIONAL DEVELOPMENT

- 18.1 Upon prior approval and satisfactory completion of job-related coursework designed for professional improvement from any educational provider, regular full and part time employees shall be eligible for reimbursement of tuition. To be eligible for reimbursement, prior approval for any course work must be given by the Executive Director of Human Resources or his/her designee.

Union members enrolled in a degree-seeking program at the college level must submit an educational plan of study, must have prior approval for those job-related courses, and must receive an "S" (satisfactory) or "C" or better grade before the tuition can be reimbursed.

Applications for tuition reimbursement must be submitted on the district form. The request for reimbursement must be submitted at least one (1) month prior to taking the class. Administration will approve or not approve the request at least two (2) weeks prior to the start of the class. These timelines will be followed unless extenuating circumstances provide reasons to vary this requirement.

Union members who are denied tuition reimbursement can appeal the decision to a Joint Tuition Reimbursement Committee who will examine and review those requests that are denied. The committee will be composed of three (3) members appointed by the Executive Director for Human Resources and three (3) members appointed by the Union president. The final decision of the committee regarding the Union member's appeal will be made through consensus.

- 18.2 A joint Professional Development Committee will be formed for the purpose of determining professional development activities throughout the year, beginning with the 2003-2004 fiscal year. Three (3) half-day in-service/training sessions when students are not in session will be developed and provided to the secretaries throughout the year.

ARTICLE XIX

RETIREMENT ALLOWANCE

- 19.1 In appreciation for services to the School District, a retirement payment of one hundred dollars (\$100.00) (effective August 1, 1986) per year of continuous service, up to thirty (30) years, shall be paid upon retirement, provided the employee shall have been employed in the School District for at least ten (10) years and is eligible and has made application for Michigan School Employees' Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring employee qualifies and begins collecting benefits upon their retirement from the District.

ARTICLE XX

STAFF REDUCTION

- 20.1 Should a staff reduction become a necessity the following guidelines shall be utilized:
- 20.11 The Union will be notified 45 calendar days prior to any layoff.

- 20.12 Employees to be laid off shall be notified in writing 15 calendar days prior to the effective date of lay off. The Union shall be copied on any layoff notice.
- 20.13 Reduction shall begin by identifying the position to be eliminated in a particular classification.
- 20.14 If Union members are displaced from their assignments, administration will confer with the Union to mutually agree on a subsequent placement before the contractual process moves forward. The parties will consider all factors including but not limited to placing displaced members into existing vacancies, the qualification of the employee, the length of work year and/or workday. If mutual agreement cannot be reached among the district, the Union and the employee, then the staff reduction process will proceed.
- 20.15 An employee reduced from his/her affected position due to a reduction in force, will then displace the employee with the least bargaining unit seniority within the same classification level provided the displaced employee is qualified to perform the functions of the job.
- 20.16 If the employee cannot displace a less senior employee in his/her classification, he/she would displace the least senior employee in a lower classification level provided the displaced employee is qualified to perform the functions of the job.
- 20.17 If a Union member's work year is reduced because of the displacement procedure (for example being displaced from a 52-week to a 43-week assignment), he or she will be given the first opportunity for any temporary position during the summer at his/her current rate of pay.
- 20.18 Employees who cannot displace other employees will be laid off.
- 20.19 To fill vacancies which occur after a reduction, employees who have been laid off shall be recalled in descending order of bargaining unit seniority and shall be given the first opportunity within their former classification level or below provided she/he meets the qualifications for the position.
- 20.20 Under no circumstances will an employee gain a higher classification due to a lay off. This provision shall not prevent any employee on lay off applying for and being awarded a position.
- 20.21 Recalled employees shall maintain all previously accrued benefits. Time on lay off will not be counted toward bargaining unit seniority.
- 20.22 Laid off secretaries shall remain on the recall list for the length of time equal to the time of service in the bargaining unit at the time of layoff.
- 20.23 If a laid off or displaced employee accepts a position in a lower classification and a vacancy occurs in a position with the same job title within two years, the employee shall have the right to that position. Refusal to accept the vacancy will result in the loss this right.
- 20.24 Laid off employees who refuse recall to a position within their former classification and for which they are qualified will be terminated from employment.

ARTICLE XXI

CLASSIFICATION LEVELS

- 21.1 A committee will be formed consisting of three (3) members of the P.C.A.E.O.P. and three (3) members of administration. The purpose of this committee would be to review and determine placement of any classification changes, reclassifications or new positions created within this bargaining unit. It would take a majority of the six members in order to make any changes, addition or correction to the Secretarial Salary Schedule. The committee would be convened upon request of either the Union or administration.
- 21.2 It is hereby agreed by and between the parties that effective July 1, 1999, a committee will be formed composed of three representatives appointed by the Union and three representatives appointed by the Executive Director for Human Resources. This committee will hear appeals from individuals in those positions that seek to increase to an eight-hour day. The decision of the committee must be by consensus and is not appealable.
- 21.3 Only the six member Classification Committee will have access to criteria with which points are assigned to positions.

Before a new classification is posted, the Committee will meet to determine the "temporary" level (Article XXI). At the end of six months the employee will be given a Plante & Moran questionnaire. The Committee will review and establish the appropriate level within 30 days of receipt of the completed questionnaire.

Classifications which have been created since the Plante & Moran study was initiated will be reviewed and placed at the appropriate level on the P.C.A.E.O.P. salary schedule effective July 1, 1998. No new classifications will be placed on July 1, 1998 P.C.A.E.O.P. salary schedule until properly evaluated by the Classification Committee using Plante & Moran criteria.

ARTICLE XXII

LONGEVITY

- 22.1 Longevity:
 - 22.11 All employees who have completed the stated number of years in regular full time employment within the bargaining unit in the Plymouth-Canton Community School District, shall be eligible for longevity in accordance with the following schedule and provisions upon the recommendation of an administrative committee:

After 7 years	1.0%
After 8 years	1.5%
After 10 years	2.0%
After 12 years	2.5%
After 14 years	3.0%
After 15 years	3.5%*
After 16 years	4.0%
After 17 years	4.5%*
After 18 years	5.0%
After 20 years	5.5%*

22.12 All new employees new to the bargaining unit, hired after February 1, 2010, who have completed the stated number of years in regular full time employment within the bargaining unit in the Plymouth-Canton Community School District, shall be eligible for longevity in accordance with the following schedule and provisions upon the recommendation of an administrative committee:

From 7 - 10 years	\$325
From 10 - 14 years	\$450
From 15 - 19 years	\$650
20 + years	\$800

ARTICLE XXIII

SALARY SCHEDULE

23.1 SALARY CALCULATIONS

2009-2010 0.00 % Salary schedule remains the same.

23.2 WAGE RATE

23.21 A new employee hired prior to January 1 of an effective schedule rate increase will proceed to the next step of the salary schedule. An employee hired after January 1, will not proceed to the next step until the following effective schedule rate increase.

23.22 The increment date for all secretarial employees shall be July 1, of each year.

23.3 WORK LOAD

Effective upon ratification by both parties, the Board and the Union agree to form a Joint Committee composed of equal number of bargaining unit members and Administrative representatives, to meet as needed to address ongoing issues between the parties. Examples of topics to be reviewed, but not limited to, include work load issues, additional training needs, changing job responsibilities, and work year concerns. Both parties agree that no financial or contractual obligations are attached to any resolutions determined by the committee and that the committee is a problem-solving advisory committee. Resolutions or recommendations made by the committee will be presented to the CORE team for either approval or denial.

23.4 NEGOTIATIONS TIMELINE

Negotiations for the 2010-2011 contract will begin upon ratification of the 2009-2010 contract by both parties or no later than February 1, 2010.

ARTICLE XXIV

SECRETARIAL SALARY SCHEDULE Effective July 1, 2009

Level 6:	0	1	2	3	4	5	6	WEEKS
	New Hires - effective February 1, 2010	15.32	15.84	16.36	17.02	17.50	18.04	
Administrative Secretary (Instruction)								52
Administrative Secretary (High School)								52
Administrative Secretary (Middle School)								52
Administrative Secretary (Elementary School)								52
Administrative Secretary (Records/Attendance)								52
Bookkeeper								52
Secretary Maintenance & Operations (eff 7/1/04)								52
Secretary to the Director of Technology								52
Substitute Caller								52
Secretary to Director of Community Relations								52
Level 5:	0	1	2	3	4	5	6	WEEKS
New Hires - effective February 1, 2010	15.23	15.72	16.19	16.62	17.09	17.57	18.19	
Assistant to Superintendent's Secretary								52
Secretary to Director of Human Resources								52
Secretary to Director of Athletics								45
Secretary to Director of PLUS								43
Secretary to Director of Transportation								52
Elections Clerk/Secretary								52
Secretary to Supervisors of PPS								52
Level 4:	0	1	2	3	4	5	6	WEEKS
New Hires - effective February 1, 2010	13.96	14.48	15.04	15.58	16.27	16.77	17.52	
Secretary (HS Assistant Principal)								43/52
Secretary (Curriculum Center)								52
Secretary (Employee Benefits)								52
Secretary (Guidance)								43
Secretary (Human Resources)								52
Secretary (Accounts Payable)								52
Secretary (Development Office)								52
Secretary (Maintenance)								52
Secretary (Records)								52
Secretary (PSES)								52
General Office Manager								43/52
Level 3:	0	1	2	3	4	5	6	WEEKS
New Hires - effective February 1, 2010	13.23	13.81	14.40	14.99	15.46	16.02	16.77	
Assistant Building Secretary								43/52
Office Associate (Purchasing)								52
Office Associate (IPSEP)								52
Office Associate (SEIMC)								43
Office Associate (Security)								43
Office Associate (PSES-Pupil Accounting)								48
Office Associate (Maintenance)								52
Office Associate (Transportation)								52
Office Associate (Transportation Field Trip)								43
Clerical Assistant (Technology)								52
Switchboard/Receptionist (H.S.)								52
Switchboard Receptionist (Administration)								52
Level 2:	0	1	2	3	4	5	6	WEEKS
New Hires - effective February 1, 2010	11.11	11.64	12.20	12.73	13.32	13.80	14.41	
Clerical Assistant (Special Education)								43


ARTICLE XXVI
DURATION OF CONTACT

THIS AGREEMENT, AND EACH OF ITS PROVISIONS, SHALL BE EFFECTIVE AS OF JULY 1, 2010 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JUNE 30, 2012.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND SEALS THIS

29th DAY OF February, 2012

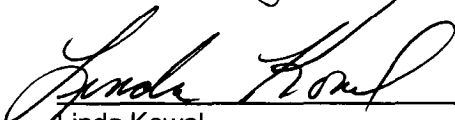
Plymouth-Canton Union
Educational Office Personnel



Nicole Matusek, President



Carol Glutting




Linda Kowal

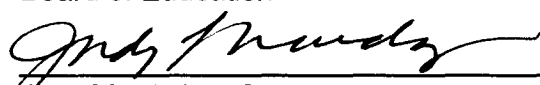


Johnny Mickles, Business Representative

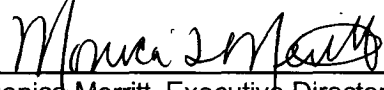
Plymouth-Canton Community Schools



John Barrett, President
Board of Education



Judy Mardigian, Secretary
Board of Education



Monica Merritt, Executive Director
Human Resources

PLYMOUTH-CANTON Community • Schools

Clerical Benefit Summary Sheet

Eligibility Period: 90 working days

HEALTH

Company: Blue Cross Community Blue PPO Plan
Telephone: 1-800-637-2227 (claims & I.D. cards)
Internet address: www.bcbsm.com
Outside of Michigan: 1-800-810-BLUE (to locate an out of state provider)
Group/Suffix: 67982/036

Benefits:

Basic

1. Hospitalization
2. Prescriptions, **\$10/\$40** co-pay & 90 day mail order x 2 co-pays
3. Outpatient Psychiatric, \$20 co-pay
4. Doctor's office visit \$20 co-pay, in network.
5. Emergency room: \$100.00 co-pay unless billed as medical emergency.
Urgent Care: \$20.00 co-pay unless billed as medical emergency.
6. Deductibles: In-Network \$100 per person/\$200 family
Out-of-Network \$250 per person/\$500 family
7. Co-Insurance: In-Network 90% after deductible to max. \$500 individual/\$1000 family
Out-of-Network 70% after deductible to maximum \$1500 individual/\$3000 family

Effective: End of eligibility period
Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents if not done at the time of the event)
Benefit Year: January – December

LIFE

Company: CIGNA
Group: FLX963665 Class 3
Effective: End of eligibility period

Benefit: \$25,000 Term Life

SELF-FUNDED DENTAL

Company: Meritain Health (A.D.N. PPO) (for A.D.N. provider information www.adndental.com)
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents, if not done at the time of the event.)

Effective: 1st of the month after eligibility period

Benefit:

COB Sufficing

1. 80/80/80 without other coverage
2. 50/50/50 with other coverage

Benefit year: \$1,000 annual max, \$800 life time ortho max
January - December

LONG TERM DISABILITY

Company: CIGNA
Group: LK62601- Class 4
Effective: 1st of the month after eligibility period

Benefit: 90 calendar day qualifying period
66 2/3% of monthly salary, \$1600 mo. max

SELF-FUNDED VISION

Company: Meritain Health
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents, if not done at the time of the event.)
Effective: 1st of the month after completion of eligibility period

Benefit:

Exam	48.00
Single Pres. Pair of Lenses	63.00
Bifocal Pres. Pair of Lenses	72.00
Trifocal Pres. Pair of Lenses	90.00
Lenticular Pres. Pair of Lenses	108.00
Contact Lens Pres. Pair of Lenses	150.00
Standard Frames.....	44.00

Benefit year: Exam and glasses or contacts, once a year
January - December

FLEXIBLE SPENDING ACCOUNT

Company: Meritain Health
Telephone: 1-800-748-0003

EMPLOYEE ASSISTANCE PROGRAM

Company: CIGNA
Telephone: 1-800-538-3543
www.cignabehavioral.com/CGI

*NOTE: All insurance claim forms are available in the School office and in the Employee Benefit office.

Dawn Schaller
Employee Benefits Coordinator
(734) 416-4834

**LETTER OF UNDERSTANDING
BETWEEN THE
PLYMOUTH-CANTON BOARD OF EDUCATION
AND THE
PLYMOUTH-CANTON EDUCATIONAL
OFFICE PERSONNEL, LOCAL #6172**

The Board of Education of the Plymouth-Canton Community School ("the Board") and the Plymouth-Canton Educational Office Personnel, Local #6172 ("Association") hereby agree to the following Letter of Understanding:

1. Senate Bill No. 7 and its subsequent Public Act hereinafter referred to as "Senate Bill No. 7", which shall become effective on September 15, 2011, places a limit on the maximum expenditure amount that a school district can pay towards the medical benefit plans they offer to their employees.
2. Sec. 3 of Senate Bill No. 7, establishes a default "hard cap beginning on January 1, 2012, whereby the maximum expenditure that a district can pay towards the medical benefit plans it offers to its employees shall be limited to:
 - a. \$5,500.00 for single person coverage,
 - b. \$11,000.00 for individual and spouse coverage,
 - c. \$12,500.00 for individual and child or children coverage, or
 - d. \$15,000.00 for family coverage.
3. Senate Bill No. 7 exempts any contract or agreement entered into prior to September 15, 2011 from its requirements until that agreement or contract expires. The parties agree that any contract or Letter of Agreement entered into prior to September 15, 2011, shall not establish a "status quo" with regard to Senate Bill No. 7.
4. Senate Bill No. 7 requires uniform application with regard to all district employees.
5. For the 2011/2012 school year only, the parties agree to a 20% contribution towards the illustrated rates for health insurance and the benefit plan specifications attached as Addendum A. It is the understanding of the parties that the 20% contribution towards the illustrated rates for health insurance and the benefit plan specifications attached as Addendum A shall specifically expire on June 30, 2012.

6. In the event that the Board does not take any action with regard to the default provisions of Senate Bill No. 7, prior to the expiration of the 2011/2012 Agreement, the contribution towards the illustrated rates for health insurance and the benefit plan specifications shall revert on September 1, 2012 to those in effect as of August 31, 2011.
7. The default provision pursuant to Sec. 3 of Senate Bill No. 7, shall not be cumulative with the 20% contribution towards the illustrated rates for health insurance provided in this Letter of Agreement. For example an employee with full family coverage shall not be obligated to pay the combination of a 20% contribution towards the illustrated rates for health insurance and any premium cost in excess of \$15,000 pursuant to Sec. 3 of Senate Bill No. 7.
8. The Superintendent of Schools shall notify the Association, on or before June 15, 2012, whether the default provisions pursuant to Sec. 3 of Senate Bill No. 7 will be effective as of September 1, 2012.
9. The June 15, 2012 notification by the Superintendent of Schools is designed to accommodate any necessary changes in insurance plan specifications.
10. The parties shall establish a committee to review insurance plans/benefits and costs to better enable comparisons of insurance plans/benefits for the bargaining teams. The committee shall provide the bargaining teams a report by March 15, 2012.
11. The parties have agreed each employee shall use an unpaid personal holiday to be used as a furlough day. This day must be taken on a non-student day. This provision shall expire on June 30, 2012 and shall not be carried forward without the specific written agreement of the parties.

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