



USW



# AGREEMENT

*Between the Bay-Arenac ISD Board of Education and the  
United Steelworkers AFL-CIO-CLC Local Union 7380  
July 1, 2019 through June 30, 2021*

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## **AGREEMENT**

This Agreement is entered into this 1st day of July 2019, by and between the Bay-Arenac ISD Board of Education, Bay City, Michigan, hereinafter called the "Board or Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, AFL-CIO-CLC, (USW) on behalf of Local Union 7380, hereinafter called the "United Steelworkers or the USW" and shall continue in full force and effect, without change, through June 30, 2021.

### **ARTICLE I RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act PERA, as amended, the Board does hereby recognize the USW, as the exclusive representative for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment for the following full and part-time employees:

Office Professionals  
Building Services  
Student Support Specialist  
Food Service (Cook/Server/Cashier)

Excluding all full-time and part-time supervisory, executive, or administrative personnel, all substitute employees, all professional personnel, and all other employees of the Board.

### **ARTICLE II RIGHTS OF THE UNION**

- A. Upon obtaining the approval of the Superintendent or his/her designee in advance, the USW will have permission to use office facilities and equipment without charge subject to use agreements and policies developed by the Board and applied in this context when such equipment is not otherwise in use, and when such use is for USW business. Any materials used would be at the USW expense.
- B. Copies of the Agreement will be duplicated at the expense of the District. It will be the responsibility of the USW to see that its members each receive a copy of the Agreement. The Agreement will be posted on the District's website.
- C. The Board agrees not to negotiate with any organization representing the employees covered by this agreement, other than the USW, for the duration of this agreement.
- D. It is the continuing policy of the Board and the USW that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, or sex, height, weight, familial status.

- E. Authorized representatives of the USW shall be permitted access to the facilities of the employer for the purpose of discussing matters covered by this agreement with employees. Before making such visitations, the representative must first contact the building principal, or his/her representative, to be advised of the times the employee would be available. Upon entering the facility, the representative must report his/her presence to the main office.
- F. Special meetings between the USW and the Administration may be called by mutual agreement for the purpose of discussing important matters. Normally the arrangements for the special meetings will be made between the Unit President and the Superintendent or his/her designee. Such arrangements will include an agenda, a specified time and place for the meeting, and the names of the persons to be invited. If there is agreement to hold the meeting during working hours, employees participating shall not suffer a loss of pay for the time spent attending the meeting.
- G. Review of Personnel File: A bargaining unit member shall have the right, by written request to review the contents of his/her personnel file, excluding those matters exempted from review by Michigan and federal law, including, but not limited to, those materials exempt from the definition of a "personnel record" under the Bullard-Plawecki Employee Right to Know Act.
- H. Information for Bargaining: Upon written request and to the extent required by law, the parties shall make available to one another information necessary to assist in the processing of grievances, the administration of this Agreement, and the negotiation of a successor contract to this Agreement.

**ARTICLE III  
MANAGEMENT RIGHTS CLAUSE**

The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

- A. The USW recognize and agree that the Board, as the Employer, has the responsibility and authority to manage and direct, by the establishment of and administration of policy, in behalf of the public, all the operations and activities of the Bay-Arenac ISD to the full extent of the law.
- B. The USW recognize and agree that the Board retains the sole right and responsibility to manage and operate the school district in all respects.
- C. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.

- D. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to the following:
1. Full and exclusive control of management of the school district, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces.
  2. The right to determine the work to be done and the standards to be met by employees.
  3. The right to change or introduce new operations, methods, processes, means of facilities and the right to determine whether and to what extent work shall be performed by employees.
  4. The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classification, assign, transfer, promote, demote, release, and lay off employees.
  5. The right to determine the qualifications of employees.
  6. The right to discipline, suspend, and discharge employees for just cause and to maintain an orderly, effective, and efficient operation.

#### **ARTICLE IV DISCHARGE AND DISCIPLINARY ACTION**

1. The employee has the right to have a representative of the USW present at any meeting at which the employee is to be disciplined, or at an investigation meeting that may lead to discipline, provided that the meeting need not be delayed for more than one (1) business week pending arrival of such representative, and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to secure the rights of students and others pending the holding of the meeting.
2. No seniority employee (i.e. a bargaining unit member who has completed his/her probationary period under this Agreement) shall be disciplined or discharged for a reason that is arbitrary or capricious. The Board will provide a discharged employee and the USW a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge.
3. Any employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Board shall determine, consistent with the provisions of this Agreement.
4. Disciplinary action shall include: written warning, written reprimands, suspension, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated into the employee's personnel file. The employee who is subject to the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same.

5. A bargaining unit employee may rebut a disciplinary action in writing within ten (10) working days of the issuance of the disputed action. Such response shall be placed in the employee's personnel file as an attachment to the disciplinary action. This right exists independently of the Grievance Procedure.
6. The following procedures shall be observed in the context of disciplinary action:
  - a. Oral or written notice will be given to the employee of the charges.
  - b. The employee will be given an explanation of the evidence discovered through investigation regarding the basis for the contemplated disciplinary action.
  - c. The employee shall respond to each charge or complaint under investigation and shall cooperate with the investigating administrator(s) regarding the furnishing of information necessary for completion of the investigation.
  - d. The employee will be informed of the investigation results and what discipline, if any, will be imposed.

## ARTICLE V INSURANCE

- A. Life Insurance: The Board shall make premium payments on behalf of the employee and his/her dependents toward group life insurance protection in the amount of \$25,000.00 that will be paid to the employee's bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Any employee shall be eligible for the \$25,000.00 group term package who is employed full-time full school year basis.
- B. Health Insurance Medical Coverage and Costs: Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article. Part-time bargaining unit members who work a minimum of twenty (20) hours per week on a regularly scheduled basis shall be entitled to a prorated portion of the Board premium contributions made on their behalf by the Board, toward the coverages specified in ¶B.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (the "plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below) paid per eligible Employee:

- Single: \$557.10
- Employee and Spouse: \$1,165.06
- Full Family: \$1,519.36

(Collectively the "Monthly Contributions")

To be adjusted January 1 of each year of agreement per annual cost limitations

From the above listed Monthly Contributions, the Board shall deduct in a prorated amount per employee, where applicable, any payments already made, or that will be made, by the Board during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to Public Act 152 of 2011 (collectively the "Supplementary Payments"). If the total value of the Supplementary Payments already made, or that will be made, during the "medical benefit plan coverage year", exceeds the aggregate Monthly Contributions, the Board shall reduce the payments that will be made during the "medical benefit plan coverage year" toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate Monthly Contributions cap. The Board may use its discretion in determining which future Supplementary Payments to reduce, and further, may deduct from employee wages any past Supplementary Payments already made which are necessary to comply with Public Act 152 of 2011.

- C. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- D. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in subsection B.
- E. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.



- F. Employees who have access to another Employee's Board funded insurance or have access to other insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.
- G. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.
- H. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The Board shall pay \$300/month through the district's Section 125 plan. The parties agree that at such time as (1/2) one half of the Board's monthly hard-cap contribution for a single subscriber becomes greater than \$300, it shall become the monthly cash-in-lieu amount.
- I. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- J. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation or as permitted by the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- K. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- L. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).

- M. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- N. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District).
- O. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.
- P. The health care plan specifications set forth in the Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.
- Q. **Dental Benefit:** The Board shall provide dental benefit for employee, employee's spouse and dependent children through self-funding for the duration of the contract. Benefit specifications as listed in: Addendum: A.
- R. **Vision Benefit:** A Vision care plan shall provide for employee, employee's spouse and dependent children. Benefit specifications as listed in: Addendum: B.
- S. **Continuation of Coverage:** When an employee has exhausted all available sick leave and has requested extended unpaid leave due to illness or disability, the above mentioned fringe benefits shall continue for six (6) months or throughout the balance of the fiscal year in which the bargaining unit member's sick leave is exhausted, whichever interval is greater. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from an authorized leave of absence for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreements. Enrollment or claim decisions are ultimately made by the insurance carrier.

In the event of layoff, an employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Hospital/medical benefits provided in this paragraph will be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from layoff for enrollment in insurance plans or programs for which the employee

may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.

- T. The Board shall make premium payments on behalf of the employee and his/her dependents toward health care coverage for July and August if the employee has been employed ten (10) months in the prior fiscal year. Where an employee has been employed by the district for less than 10 months in the prior fiscal year, the Board's premium contribution shall be prorated. Coverage will begin September 1, or at the date of employment.
- U. If an employee is absent due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between his/her regular daily wages and the amount received as workers' compensation benefits, with the differential to be deducted from the employee's accumulated sick leave. (For example, if workers' compensation pays 60%, sick leave will pay 40% of the employee's daily rate and the employee's sick leave accumulation shall be charged .4 of a day for each day so used). In order to exercise this option, the employee shall submit a signed request to that effect to the Board.
- V. Dismissal: In the event an employee is dismissed or resigns, the Board paid Insurance Premium Contribution will terminate at the end of the month in which the employee was dismissed.

## **ARTICLE VI CONDITIONS OF EMPLOYMENT**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. Applicants with previous experience may be allowed credit for such experience at the discretion of the Superintendent.
- C. In order for employees to move to the next step on the salary schedule they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1.
- D. Part-time employees working less than twenty (20) hours per week will not be covered by fringe benefits and will not move beyond the second step of salary schedule.
- E. The Administration shall be responsible to have job descriptions for employees. Employees shall have the right to have their job descriptions updated once every twelve (12) months.
- F. Student Support Specialist who are assigned by the administration to function in the place of a substitute teacher shall receive an additional compensation of \$8.50 per hour. Student support specialist assigned by the administration shall be paid the additional compensation, for all time spent functioning in the place of a substitute teacher including prep time at the beginning and end of the day if the teacher is not there. This paragraph to be reviewed in

the fall of 2019.

- G. Employees who work five hours or more are entitled to a relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time.
- H. All employees must submit time sheets reflecting time worked at the end of the period for time period worked.
- I. If, during the life of this Agreement
  - 1. The duties and responsibilities of a bargaining unit member's job is substantially changed, or
  - 2. When a new position in the bargaining unit is created, or
  - 3. A previous position that has been represented within the bargaining unit is re-established, then the USW shall be notified in writing prior to becoming effective. In the event the USW does not agree that the classification or wage rate is proper, it shall be subject to negotiations. Nothing in this agreement shall prevent the Board from implementing an interim classification placement and/or wage rate (based upon the rate and classifications existing in this Agreement) pending the completion of negotiations.
- J. The Board will reimburse employees for education course work tuition, which is relevant to their present position at \$1,000.00 per year. All course work to be taken must be specifically approved by the Superintendent or his/her designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.

**ARTICLE VII  
WORKING HOURS**

- A. Normal working days/week shown below:

Office Professionals	7.5 hrs. per day
Building Services	8 hrs. per day
Cook/Food Server/Cashier	7 hrs. per day
Student Support Specialist	7 hrs. per day
Part-Time Custodian	Hours as arranged

Unless notified by the administration, the normal workday for student support specialist is 7:15 a.m. – 3:15 p.m., Monday – Friday.

- B. The Board shall pay employees time and one-half (1-1/2) for all hours worked beyond forty (40) in one (1) week.

- C. Expense Reimbursement
1. The following amounts will be reimbursed for staff members who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.
    - a.) Registration – All conference registration fees will be paid in full.
    - b.) Transportation – Current IRS rate. If two or more employees attend the same conference, mileage will be shared if more than one vehicle is used. If an employee attends an out-of-state conference, transportation costs will be paid per Board policy.
    - c.) Meals – Up to \$30.00 per day, actual expenditures with receipts. Per diem rates may be adjusted to reflect IRS regional rates.
    - d.) Lodging – Actual expenditures for a standard single room, with receipts, per District policy, excluding gratuities, room service, and personal expenses.
  2. Employees who drive their personal automobile in the course of their work shall be paid per the IRS mileage rate. Mileage charged is to be verified.
- D. Bargaining unit members who are pre-scheduled by the administration to work other than their current scheduled days or hours, will be paid for time worked at their current hourly rate of pay excluding activities where stipends may apply.
- E. Bargaining unit members who wish to work as substitutes custodians during the summer will notify the administration prior to the end of the school year. Hours worked will be compensated at Step 1 of the custodial hourly rate. Step 2 beginning with their 3<sup>rd</sup> summer, and step 3 beginning with their 5<sup>th</sup> summer of custodial work.

### ARTICLE VIII VACANCIES

- A. A vacancy shall be defined as a newly created position within a classification represented by the USW in this bargaining unit or a present position within a classification represented by the USW in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position.
- B. There will be no requirement to post vacancies, as defined below, where the position may be filled by return of a bargaining unit member from leave of absence or by recall from layoff.
- C. Whenever a vacancy occurs, the Board shall publicize same by posting such a position at each work site. The notice shall contain a job description, qualifications and proposed salary. Ten (10) days' notice, excluding Saturdays, Sundays, and Holidays, shall be given before such vacancies shall be filled. The administration shall also publish such vacant positions on the ISD web site and provide a copy of such to the unit president either by mail or hand delivered.
- D. Filling a Vacancy: – After the expiration of the posting period, the Board may fill the position by transfer of an employee within the classification or by awarding the position to

another applicant. Employees interested in such vacancies shall notify the Superintendent/Designee in writing. In filling vacancies, the Board shall consider the experience, skills, educational qualifications, length of service in the Bay-Arenac Career Center and other relevant factors of the candidates. If, in the judgment of the Board, all other factors are equal, the applicant with the longest period of continuous service with the Bay-Arenac Career Center shall be given preference for such vacancy.

- E. If filling a vacancy results in the hiring of a new employee, the USW shall be notified of the following:
1. Employee Name
  2. Classification
  3. Pay Rate
  4. Start Date of Job

## **ARTICLE IX SICK LEAVES AND LEAVES OF ABSENCE**

- A. Sick leave with pay shall be granted in cases of illness to the employee. A maximum of twelve (12) times the employees Article VII working hours per year shall be allowed when the illness involves spouse, son, daughter, parent(s), step-children, son or daughter in law, or grandchildren of the employee. More hours may be requested if the leave qualifies under FMLA (See Article IX).

All employees shall be entitled to one (1) day of sick leave for every completed month of employment, two (2) of which may be used for personal days. Beginning with the third year of employment, employees shall receive twelve (12) times the employees Article VII working hours paid sick hours per year. Beginning with the third year of employment, employees shall receive three (3) times the employees Article VII working hours personal time. All unused sick and personal hours will be rolled into sick hours accumulative to one hundred-forty (140) times the employees Article VII working hours total. A reconciliation of each sick leave account will be made on July 1 of each year.

Employees shall have the option to be paid \$25.00 per day for a maximum of twelve (12) times the employees Article VII working hours (\$300.00), for any unused sick time over and above 90 times the employees Article VII working hours accrued sick leave or to continue to accrue sick leave to 140 times the employees Article VII working hours as described above. This payment will be made the month of July each fiscal year, if the employee has properly requested it by June 30 of each year.

- B. The Superintendent/Designee may require a doctor's statement for any or all sick days used.
- C. Personal business days may be taken only upon the approval of the Superintendent/Designee.
- D. Up to five (5) days leave will be granted in case of the death of employee's spouse, children, step-children, employee's parents, brothers or sisters, grandparents or

grandchildren, up to three (3) days leave will be granted in case of the death of the employee's brothers-in-law or sisters-in-law, spouse's parents, grandparents or grandchildren providing employee attends funeral. Funeral leave will be paid for normal working days only. Additional time may be granted at the discretion of the Superintendent or his/her designee.

- E. Upon retirement from Michigan Public School Employees' Retirement System, employees who have 1-10 years' service with the Board shall receive ten (\$10) dollars per day, employees who have 11-15 years' service shall receive twenty (\$20) per day, employees who have 16-25 years' service shall receive forty (\$40) dollars per day, and employees who have 26 or more years' service shall receive forty-five (\$45) dollars per day termination pay for all days unused sick leave. In the event of an employee's death, termination pay of unused sick pay will be paid the beneficiary or estate. Any employee that notifies the board of their intent to retire at the end of the school year, except for disciplinary reasons, by December 31<sup>st</sup> of that school year will receive (\$75) per day for a maximum of 140 times the employees Article VII working hours. Full year employees must give 6 months' notice to be eligible to receive the \$75 per day rate.

#### **Family Medical Leave Act (FMLA) Leaves**

- A. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
- B. The twelve week allowance referred to in the FMLA will be based on July 1<sup>st</sup> to the following June 30<sup>th</sup> of each year.
- C. As prescribed and required by the FMLA, the District will provide insurance benefits as per Addendum C.
- D. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the District shall be deducted from any severance pay the employee is entitled to, as permitted under the FMLA.
- E. Before allowing any leaves for medical purposes under FMLA, the District may require the employee to obtain a second and/or third opinion or provide any necessary documentation of the need for such leave from a District appointed physician. Any second or third opinion will be paid for by the District, if not covered by insurance.
- F. Any paid leave provided for in the Master Agreement shall count toward the 12-week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per FMLA).

#### **Leaves of Absence Without Pay:**

- A. An employee may apply and may be granted unpaid health leave up to one (1) year without loss of seniority rights or accumulated sick leave when that employee's health or the health of a member of the immediate family (father, mother, husband, wife, or child) warrants it. Upon return from such leave, Administration and the Association will facilitate the return to the same position (or one substantially equivalent) from which they left.
- B. An employee may apply and be granted, with management approval, unpaid educational leave up to one (1) year with seniority and accumulated sick leave frozen - not

accumulated.

- C. Leave of absence with the maximum of fifteen (15) days per year, may be granted to the bargaining unit to conduct USW business. The request for these days will be made by the Unit Chairperson or his/her designee at least twenty-four (24) hours before the absence with additional days at the discretion of the Superintendent or his/her designee. No more than two people will be allowed time off for USW Business at one time.
  
- D. Employment of Employees with Disabilities: Where an employee is disabled with the meaning of federal and state statutes governing employment of individuals with disabilities, the Board and the Association will engage in an interactive process with that individual to determine the existence of any reasonable accommodations.

## **ARTICLE X HOLIDAYS**

- A. All 52 week employees are paid for legal holidays which occur during their work week, and in addition, the last working day prior to Christmas or the first work day following Christmas, depending upon constituent district calendars, the Friday following Thanksgiving, Good Friday, and all New Years Eve should it fall on a work day. The legal holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
  
- B. All thirty-eight (38) week employees will be paid for the following legal and locally established holidays: Labor Day, the last working day prior to Christmas or the first working day following Christmas, depending on the constituent district calendars, Christmas Day, New Years Eve Day should it fall on a working day, New Years Day, Thanksgiving, the day following Thanksgiving, Good Friday, Memorial Day, and Independence Day (if working during this time).
  
- C. Employees must work the day before and the day after as designated on the school calendar, unless excused.
  
- D. Should a holiday fall on a Saturday, Friday shall be considered as a holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

## **ARTICLE XI VACATIONS**

- A. All 52 week full-time employees shall be entitled to five (5) times the employees Article VII working hours paid vacation after completing one calendar year of employment. After completing this first year there shall be a fixed anniversary date of July 1. The following July 1, the employee shall be entitled to five (5) times the employees Article VII working hours vacation time. The subsequent July 1, when the employee has two (2) complete years' service to the ISD, they will receive ten (10) times the employees Article VII



working hours plus one (1) times the employees Article VII working hours extra, with the approval of their supervisor. Beginning with the fifth completed year of employment they would earn one additional day multiplier each year with a maximum vacation of twenty (20) times the employees Article VII working hours.

EXAMPLE:

Years completed:	1	2	3	4	5	6	7	8	9	10	11	12
Vacation hours multiplier:	5	11	11	11	12	13	15	16	17	18	19	20

- B. All Office Professionals, Food Service, and Student Support Specialist, on a 40 week assignment, shall be entitled to five (5) times the employees Article VII working hours paid vacation per year after one year of employment to be taken at Christmas vacation or Spring vacation time. When a 40 week employee becomes a 52 week employee they shall be entitled to vacation as a 52 week employee with full (52) week credit for completed years of service from date of hire.
- C. If an employee is unable to use his/her accumulated vacation within the contract year, a six (6) month extension of time for taking such vacation shall be granted. If an employee leaves his/her employment with the Bay-Arenac Career Center, for whatever reason, they will be paid for any vacation earned. In the event of the employee's death, vacation pay due will be paid the beneficiary or estate.

**ARTICLE XII  
INCLEMENT WEATHER**

When conditions not within the control of the Superintendent or his/her designee causes the Superintendent/Designee to completely or partially close district facilities, bargaining unit employees shall be notified of closure and whether they shall report.

Secretarial, Custodial, and Student Support Specialist who are not to report shall receive their regular pay on their normal pay dates as an advanced payment for services that may be performed on the rescheduled days/hours if those days are rescheduled. When a day(s) has been prescheduled for sick or personal time and the work site is closed, the day(s) will be reinstated.

Custodial employees who are required to work in a closed or partially closed facility shall be compensated an additional \$10.00/hr for each hour that they are scheduled to work during a building closure.

**ARTICLE XIII  
GRIEVANCE PROCEDURES**

- A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings will be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedure is to secure at the lowest level possible equitable solutions to the problems of

the parties. Reasonable time will be allowed for the representative of the USW to investigate said violation. The USW shall be present at any settlement (adjustment). Either party may request the decision in writing at any level.

Level One: Discussion with principal or his/her designee, with or without steward, in the hope of resolving the matter.

Level Two: Discussion with the USW's representative to see if he/she concurs that a grievance exists.

Level Three: A written signed grievance must be filed within seven (7) school days after the occurrence of the alleged violation, stating the nature of the grievance, the article and section of the Agreement allegedly violated. The grievance will be discussed with the grievant, steward, principal or his/her designee and a decision rendered within seven (7) school days.

Level Four: If the grievance is not solved within seven (7) school days of its filing with the principal, the grievance will move from the principal of Bay-Arenac Career Center to the Superintendent or his/her Designee to be resolved within seven (7) school days.

Level Five: If this decision is not satisfactory, the USW may file the grievance with the Secretary of the Board in writing at least one week prior to the next regular Board meeting. The Board will place said grievance on the agenda at its next regular Board meeting, at which time the aggrieved employee(s) and a USW representative will be given an opportunity to be heard. The Board will render its decision, in writing, within seven (7) school days.

Level Six: If the decision of the Board is not satisfactory to the USW the grievance may be submitted to a state mediator. The mediator shall submit his/her recommendation to both parties, which will not be binding on either party. The Board shall review their decision made at Level Five.

#### **ARTICLE XIV NEGOTIATION PROCEDURES**

- A. During the month of March of the year the contract expires, the parties will initiate negotiation, for the purpose of entering into an Agreement for the ensuing period.
- B. Neither party in any negotiation will have control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representative will attach their signature to the ratified Agreement, as soon as possible.
- C. The Board specifically recognizes the rights of its employees appropriately to invoke assistance of the Michigan Employment Relations Commission or a mediator from such public agency, pursuant to the provision of the Agreement.

- D. Despite reference herein to the Board and the USW as such, each reserves the right hereunder by committee or designated representative.
- E. There will be at least three (3) signed copies for purposes of record. One retained by the Board, two by the USW.

**ARTICLE XV  
VOLUNTARY PAYROLL DEDUCTION**

The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for credit union, savings bond, annuities, or any other plans approved by the Board, dues and fees to the extent of law. Annuity plans must have a minimum of twenty-five percent (25%) of the employees authorized for payroll deduction.

**ARTICLE XVI  
LAY-OFF PROCEDURE**

In the event the Board finds it necessary to reduce represented employees because of unforeseen changes in student population, program/service discontinuance, or reductions in financial resources, the Union will be notified in writing ten (10) days in advance of such reductions.

- 1. The Local Union 7380 Committee and the administration will meet to discuss the positions, the number of employees affected, and the alternatives. If no alternatives are available, employees will be notified immediately of their layoff.
- 2. Employees shall be laid off by classification. Seniority may be used when all of the following criteria for layoff within the classification are met. The individual affected by the reduction has the qualifications, certifications, and the requisite knowledge, skills, and ability to perform the duties of the position held by the lowest seniority employee within the classification.

When bargaining unit members are recalled after one (1) calendar year, they will return on a probationary basis for a period of thirty (30) days, and if satisfactory will be reinstated to the step they would have been otherwise entitled to prior to layoff.

**ARTICLE XVII  
EVALUATION PROCEDURE**

The parties agree that a process of evaluating new employees should be developed as follows:

- A. The supervisor will orient the employee to the job, and give instructions on how to perform the job.

- B. The supervisor will review the evaluation process and the documentation used to evaluate the employee, with the employee.
- C. The supervisor will periodically check with the employee to assure conformance to job requirements and assess progress toward proficiency.
- D. The employee will be notified by the supervisor on the thirtieth (30th) day of the results of the evaluation of their continued employment.

**ARTICLE XVIII  
SENIORITY/INITIAL PROBATIONARY PERIOD**

“Seniority shall be defined as the length of a bargaining unit member’s continuous and uninterrupted employment in the respective seniority classifications of this bargaining unit from the employee’s initial date of hire in such classification.

Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority purposes. However, accrued seniority shall be retained, subject to ¶D of this Article.

- A. A new employee will be considered a probationary employee until he/she has worked in the same classification at least ninety (90) working days. An administrator may conduct at least two evaluations during the probationary period. During the probationary period an employee may be dismissed at will with no recourse.
- B. Upon completion of the probationary period the employee will be considered as a seniority employee and his/her seniority within his/her classification will be established as of the date of hire. At least once every two (2) years the employee may be evaluated by the administration or as frequent as determined by the administration.
- C. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- D. Seniority shall be terminated for the following reasons:
  1. The employee quits.
  2. The employee is discharged.
  3. The employee is laid off for a continuous period equal to the classification seniority he/she acquired at the time of layoff.
  4. The employee retires.
  5. The employee fails to return from layoff or leave of absence on the date of recall or expiration of leave.
  6. The employee fails to notify the employer of his/her intention of returning to work after 5 days.
  7. The employee transfers to a position with the Board that is not covered by the terms and conditions of this Agreement.
  8. The employee fails to notify the Board after five (5) days of the beginning of an

absence.

- E. For employees having the same seniority date, the most senior employee will be determined by draw.
- F. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement for the matter of lay off or discharge.
- G. An employee who transfers from one classification into another within the Bargaining unit shall carry-over their District seniority for all benefits and wage step.

### **ARTICLE XIX JURY DUTY**

Any employee who is off work for jury duty shall be paid his/her full salary for such time missed. If an employee is released from jury duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of the working day. The amount the employee is paid for jury duty from the court, less any meal or mileage reimbursement, shall be paid to the Board and the employee shall receive his/her regular paycheck.

### **ARTICLE XX NO STRIKE OR LOCKOUT**

The USW and the Board recognize that strikes, lockouts, and other forms of work stoppage by employees are illegal. The USW and the Board agree that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of those parties take part in any strike, slowdown, or stoppage of work, boycott, lockout picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this article shall be the cause for disciplinary action up to and including termination.

### **ARTICLE XXI WAGES**

- A. When additional leadership duties, as defined by the administration, are assigned by the administration to an employee in the Building Services classification, the employee shall be compensated an additional \$1.00 per hour.
- B. Custodians

Reports to work after 2:00 PM but prior to 10:00 P.M. .50/hr  
Reports to work after 10:00 PM but prior to 5:00 a.m. 1.00/hr

Custodians shall receive an additional \$1.00 per hour for actual time of asbestos removal.

The Employee(s) who hold the courier position may be required to do incidental custodial work as part of the courier's duties. When the employee(s) are scheduled to do custodial work beyond what is considered incidental, the employee shall be compensated at the step on the custodial schedule that they would be entitled to.

In the event an employee is assigned courier duties on a temporary basis to cover for contractual absences or absences due to administrative reassignment, the employee shall be paid at their normal hourly rate.

- C. Custodians, assigned by the administration to perform general maintenance and or remodeling/construction work that would otherwise be performed by qualified and/or licensed maintenance/repair personnel, shall be compensated an additional \$1.00 per hour during the time such duties are assigned and/or performed.
- D. Eligible bargaining unit members who begin their 15<sup>th</sup> year of unbroken employment with the Board shall receive a longevity payment of \$.50/hour. Beginning their 20<sup>th</sup> year, they shall receive \$.75/hour and beginning their 25<sup>th</sup> year shall receive \$1.00/hour.
- E. Bargaining Unit employees employed on June 30, 2019 will receive one step advancement beginning with the employees' first pay of hours in the 2019-2020 fiscal year.
- F. Bargaining Unit employees employed on June 30, 2020 will receive one step advancement beginning with the employees first pay of hours in the 2020-2021 fiscal year.
- G. Bargaining Unit employees employed on June 30, 2019 that do not receive a step improvement will receive a one-time payment of \$600 less applicable taxes and retirement contribution beginning with the employees first pay of hours in the 2019-2020 fiscal year.
- H. Bargaining Unit employees employed on June 30, 2020 that do not receive a step improvement will receive a one-time payment of \$600 less applicable taxes and retirement contribution beginning with the employees first pay of hours in the 2020-2021 fiscal year.

## **ARTICLE-XXII**

### **DURATION, CONDITION, AND TERMINATION OF AGREEMENT**

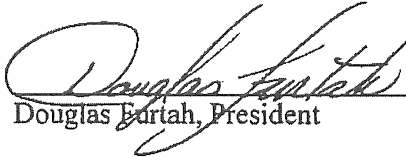
- A. This agreement shall become effective July 1, 2019, and shall continue in full force and effect, without change, through June 30, 2021.
- B. Notice, shall be given by either party may initiate notice sixty (60) days prior to the expiration of this agreement by certified mail. be completed by and at the time of mailing, and if given by the Employer, Board to be addressed to the United Steelworkers, Euclid Plaza, Suite 10, 503 N. Euclid Avenue, Bay City, Michigan 48706; and if by the USW, to be addressed to the Board at 4228 Two Mile Rd., Bay City, Michigan 48706. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

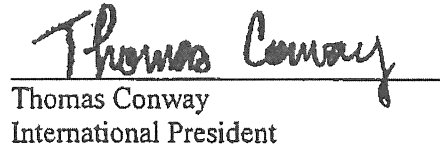
- C. There are no understandings or agreements which are binding on either the Board or the USW other than the written agreements contained in this contract. No further agreement shall be binding on either the Board or the USW unless and until the same has been put in writing and signed by both the Board and the USW, either as an amendment to this Agreement or as a Letter of Agreement approved and executed by the parties. It is the intent of the Board and the USW that the provisions of this Agreement supersede all prior agreements and understandings, oral or written, express or implied, between them and shall govern their entire relationship and shall be the source of all rights and claims which may be asserted hereunder.
- D. The USW and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with regard to any subject matter referred to or covered by this Agreement and also with respect to any subject matter which was negotiated or raised in bargaining leading to the formation of this Agreement but upon which no agreement was reached at the time that the parties ratified and signed this Agreement.
- E. SEPARABILITY: In the event that any provision or application of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or become unlawful due to subsequent legislative enactment, such as invalidated provision shall be void and inoperative. However, all remaining provisions of this Agreement shall continue in effect to the extent provided by law.
- F. Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 3<sup>rd</sup> day of June, 2019, effective July 1, 2019.

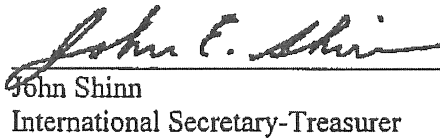
**BAY-ARENAC ISD**

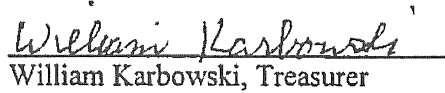
**UNITED STEELWORKERS  
AFL-CIO-CLC**

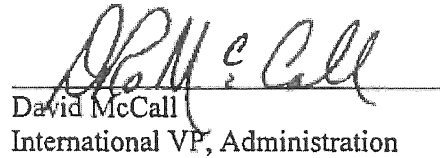
  
Douglas Eartah, President

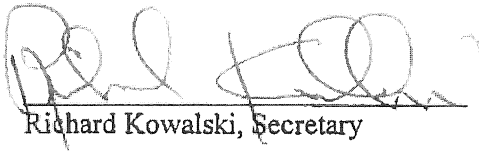
  
Thomas Conway  
International President

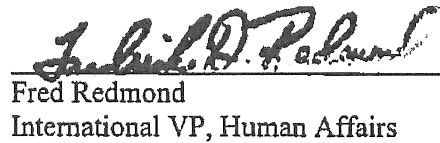
  
Douglas Newcombe, Vice President

  
John Shinn  
International Secretary-Treasurer

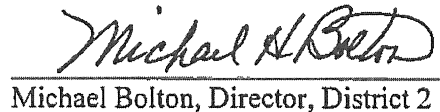
  
William Karbowski, Treasurer

  
David McCall  
International VP, Administration

  
Richard Kowalski, Secretary

  
Fred Redmond  
International VP, Human Affairs

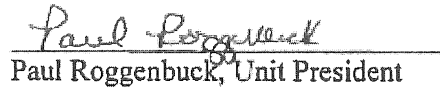
  
Charles Rochow, Trustee

  
Michael Bolton, Director, District 2

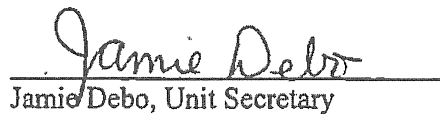
  
Richard Klender, Trustee

  
Bryan Fisher, Staff Representative

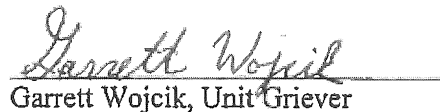
  
Thomas Boetefuer, Trustee

  
Paul Roggenbuck, Unit President

\_\_\_\_\_

  
Jamie Debo, Unit Secretary

\_\_\_\_\_

  
Garrett Wojcik, Unit Griever



**STEELWORKERS**  
**2019—2021 SALARY SCHEDULE**  
**0.00%**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Secretary	13.13	13.81	14.33	15.09	15.79	16.57	17.24	17.88	18.52	19.16
Courier	9.33	9.58	10.91	11.30	11.66	12.03	12.50	13.00	13.50	14.00
Custodian	13.00	13.60	14.20	14.80	15.40	15.90	16.40	16.80	17.20	18.02
SS Specialist	15.34	15.73	16.32	17.20	17.90	18.15	18.73	19.44	20.34	21.18
					<b>Beginning of year 6 with district, July 1</b>				<b>Beginning of Year 11 with district, July 1</b>	
Maintenance	<b>19.50</b>			<b>20.25</b>					<b>21.00</b>	
Journeyman	<b>20.25</b>			<b>21.00</b>					<b>21.75</b>	
Master Licensed	<b>21.50</b>			<b>22.25</b>					<b>23.00</b>	
Licensed RN	<b>29.00</b>			<b>29.75</b>					<b>30.50</b>	

## ADDENDUM A

### Dental Benefit Coverage



PO Box 610  
Southfield, MI 48037  
248-901-3705

#### Bay Arenac ISD Dental Benefits Plan

Group #10076

AFT Teachers, BAEA, SEA, Special Ed Support, USW

#### The Plan-at-a-Glance

#### PPO Networks: ADN Dental Network, DenteMax

Maximum Benefits	Plan Year January 1 through December 31
Annual Maximum	\$1000 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum	\$1500 per eligible individual for covered class IV services
<b>Class I Preventive Services – 70%</b>	
Routine Oral Examinations	Twice per plan year
Prophylaxis / Periodontal Maintenance (Cleaning)	Twice per plan year
Topical Application of Fluoride	Once per plan year to age 19
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Sealants	Once per 24 months to age 14, 1 <sup>st</sup> & 2 <sup>nd</sup> permanent molars only
Space Maintainers	Once per area per lifetime, up to age 19
<b>Class II Restorative Services – 70%</b>	
Composite and Amalgam fillings*	Once per tooth surface per 24 months
Root Canal Therapy	
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	With covered Oral Surgery or medically necessary
Occlusal Guards	Once per 24 months (bruxism only)
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 60 months, per arch
<b>Class III Major Services – 70%</b>	
Inlays, Onlays and Crowns**	Once per permanent tooth per 60 months
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per area per 60 months
Addition of Teeth to Partial Dentures	
<b>Class IV Orthodontic Services – 70%</b>	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
<b>Not Covered</b>	
Implants	
TMJ/TMD Treatment	
Cosmetic Treatment	
Deductible – None	
Missing Tooth Clause – None	
12 Month Billing Limitation	
Waiting Periods – None	
COB – Standard	

\*Composite restorations not covered for posterior teeth, alternate benefit applies

\*\*Prosthetics are considered on delivery date

**\*\*Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

## ADDENDUM B

### Vision Benefit Coverage



PO Box 610  
Southfield, MI 48067  
248-901-3705

**BAY ARENAC ISD Vision Benefits Plan**

**Group #10076**

**The Plan-at-a-Glance**

**Benefit Year – January 1 through December 31**

<b>Vision Examination</b>	Covered Up to \$48.00
<b>Spectacle Lenses (Pair):</b>	
Single Vision	Covered Up to \$63.00
Bifocal	Covered Up to \$72.00
Trifocal	Covered Up to \$90.00
Lenticular	Covered Up to \$108.00
<b>Frames</b>	Covered Up to \$50.00
<b>Contact Lenses (Pair)</b>	
Elective (Includes Fitting Fees)	Covered Up to \$150.00

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**Extra Lens Features – None**

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**Limits & Exclusions**

1. Plan participants are limited to one vision examination during a benefit year
2. Plan participants are limited to one pair of corrective spectacle lenses and one frame during a benefit year
3. Plan participants may choose between eyeglasses or contact lenses, but not both

**No Payments will be made for the following:**

1. Non-corrective eyeglass or contact lenses
2. Vision therapy or subnormal vision aids
3. Medical or surgical treatment of the eyes
4. Replacement of lost or broken lenses or frames if benefits applicable to the replacement were previously provided during the benefit year
5. Charges with respect to which benefits are provided under any Workers' Compensation or similar law
6. Vision examination, lenses or frames which would have been furnished without cost in the absence of this insurance or for which an insured person has no legal obligation to pay
7. The cost of frames that exceeds the plan allowance
8. Extra charges for any lens treatments and coatings not listed under Extra Lens Features
9. The additional cost of progressive, polycarbonate and photochromic lenses
10. Charges for contact lenses, including the prescription and fitting fee, that exceed the annual plan allowance

**Note: For each benefit year, covered charges for contact lenses are in lieu of all other covered charges during the benefit year for each insured person.**

## ADDENDUM C

### MESSA Choices/Choices II Medical Plan Highlights



**Bay Arenac ISD**  
**BAEA; MESPA; AFT; USW; ATAS; SEA; Administrators**

MESSA Choices/Choices II \$500/\$1,000 In-Network \$1,000/\$2,000 Out-of-Network Deductible \$20 Office Visit MESSA Saver Rx (7F)

#### Health Care Benefits for You and Your Covered Dependents

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

	In-Network	Out-of-Network
<b>■ Annual Deductible</b> Applies to all services except specific preventive care and prescription drugs (which are covered under Rx program)	\$500 / \$1,000	\$1,000 / \$2,000
<b>■ Annual Out-of-pocket Maximum</b> Applies to copayments and coinsurance, except prescription drug copayments, which are subject to a separate out-of-pocket maximum. Charges above the approved amount and for services not covered under the medical plan are also excluded.	\$1,000 individual / \$2,000 family (plus your plan deductible)	\$2,000 individual / \$4,000 family (plus your plan deductible)
<b>■ Lifetime Benefit Maximum</b>	Unlimited	Unlimited
<b>Type of Service</b>	<b>In-Network Provider (after deductible)</b>	<b>Out-of-Network Provider (after deductible)</b>
Office Visits (except preventive and prenatal care)	\$20 co-payment	80% of the approved amount
Prescription Drug Coverage (mail order available) (subject to \$1,000 ind. & \$2,000 family copayment max)	MESSA Saver Rx	75%, minus the copayment
<b>Inpatient Hospital</b>		
<ul style="list-style-type: none"> <li>■ Semi-private room and board (includes supplies and services)</li> <li>■ Physician charges</li> </ul>	100%	80% of the approved amount
<b>Surgical Services</b> <i>includes: surgeon, assistant surgeon and anesthesiologist charges</i>	100%	80% of the approved amount
<b>Hospital Emergency Room (ER)</b> <i>copayment waived if admitted or due to accidental injury</i>	\$50 co-payment	\$50 co-payment
<ul style="list-style-type: none"> <li>■ Hospital Charges</li> <li>■ ER Physician Charges</li> </ul>	100%	80% of the approved amount
<b>Urgent Care</b> <i>copayment waived if services are required to treat a medical emergency or accidental injury</i>	\$25 co-payment	80% of the approved amount
<b>Preventive Care - <a href="http://www.messa.org/FreePreventiveCare">www.messa.org/FreePreventiveCare</a></b>		
Services such as annual exams, screenings, childhood and adult immunizations and preventive drugs including contraceptives. Immunizations provided by a public health department or at a MESSA-sponsored event are considered in-network.	100% No deductible No Copayments	Not Covered (Except for mammograms)

DATE PREPARED: October 21, 2015

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
<b>Chiropractic Services including Modalities</b> Up to 38 visits (combination of in-network and out-of-network visits) per calendar year	100%	80% of the approved amount
<b>Diagnostic Lab &amp; X-Ray</b>	100%	80% of the approved amount
<b>Radiation &amp; Chemotherapy</b>	100%	80% of the approved amount
<b>Allergy Testing &amp; Therapy</b>	100%	80% of the approved amount
<b>Additional Covered Services</b>		
<ul style="list-style-type: none"> <li>■ Medical Supplies and Equipment</li> <li>■ Ambulance</li> <li>■ Hearing Care (plan limits apply)</li> <li>■ Skilled Nursing Facility</li> <li>■ Hospice</li> <li>■ Home Health Care</li> <li>■ Human Organ Transplant - when authorized and performed at an approved facility (plan limits apply)</li> </ul>	100%	100% of the approved amount In-network deductible applies when there is no network for services
<b>Mental Health and Substance Abuse</b>		
<b>Outpatient Care</b>		
<ul style="list-style-type: none"> <li>■ Mental health care</li> <li>■ Substance abuse treatment</li> </ul>	\$20 co-payment \$20 co-payment	80% of the approved amount
<b>Inpatient Care</b>		
<ul style="list-style-type: none"> <li>■ Pre-authorization required</li> </ul>	100%	50% of the approved amount
<b>Outpatient Physical, Occupational &amp; Speech Therapy</b> Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	50% of the approved amount

■ Medical Case Management (MCM)

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

■ MESSA Help Lines - NurseLine and Healthy Expectations

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.338.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ Covered Services and Approved Amounts

In-network providers bill BCBSM and MESSA directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan copayment requirements. Out-of-network providers may or may not bill BCBSM or MESSA directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

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

**Additional Benefits for You**

Life Insurance - \$5,000  
Accidental Death & Dismemberment Insurance (AD&D) \$5,000

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

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

This is a brief summary of the MESSA Choices/Choices II Plan. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800-338-0013.

DATE PREPARED: October 21, 2015

Marketing Rev. 07.14

# NEW

## ADDENDUM D

Employees that serve as student club advisors may receive \$25 per hour up to 8 hours per day or 4 hours per evening of regularly scheduled student days, for student supervision responsibilities during days and evenings beyond their regular fiscal year work calendar.

## **ADDENDUM E**

The following list of 40 week employees, hired prior to July 1, 2007, will continue to receive two (2) weeks' vacation per school year, to be taken at Christmas vacation and Spring vacation time. It is understood that all 40 week employees hired after July 1, 2007 will receive one week vacation.

### NAME

Darlene Ahlberg  
Cindy Charbonneau  
Jamie Debo  
Robert Mulders  
Cynthia Rezler