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Master Agreement between the Center Line Board of Education

and the

American Federation of State,

County and Municipal Employees

AFL-CIO, Local 3154 of Michigan Council No. 25

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Agreement Between the Board of Education
of
Center Line Public Schools
and the
American Federation
of
State, County and Municipal Employees
Local 3154
AFL-CIO
of Michigan Council No. 25

Preamble

This agreement, entered into the 12th day of July 2004, is between the Center Line Public Schools, County of Macomb, State of Michigan, hereinafter referred to as the "School Board" and the Center Line Secretarial, Clerical, and Supportive Staff, Local 3154, affiliated with Michigan Council #25, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The Board of Education

Except as modified by the terms of this agreement, the Center Line Board of Education retains all rights and powers to manage the Center Line Pubic Schools District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan inherent in responsibilities to manage a public school system.

Witnesseth

WHEREAS, the School Board and the Union mutually recognize and acknowledge that the best interests of the student body and of the community will be protected and served by an agreement between the parties hereto which will promote and insure peaceful, industrial and economic relations between the parties during the term of this agreement. It is mutually hereby agreed as follows:

<u>ARTICLE I - Definitions</u>

BOARD: The Board of Education of Center Line Public Schools.

LOCAL 3154: The Center Line Secretarial, Clerical, and Supportive Staff.

DISTRICT: The territory officially designated as the Center Line Public School District.

CATEGORIES:

Category A: Those employees normally working seven (7) hours per day for fifty-two (52) weeks.

Category B: Those employees normally working seven (7) hours per day or seven and one-half (7,50) hours per day for less than fifty-two (52) weeks.

Category C: Those employees normally working six and one-half (6.50) hours per day. (Media Technicians)

Category D: Those employees normally working six and one-quarter (6.25) or less hours per day not identified in Category E.

Category E: Those employees whose workday is dependent upon school programs, enrollment, federal programs, or state programs. (Teacher/Building-Aides, Paraprofessionals)

Category F: Those employees working four (4) hours per day for fifty-two (52) weeks.

IMMEDIATE

SUPERVISOR: The administrator of any work location, functional division, or group.

SUPERINTENDENT: The person responsible for the administration and supervision of the schools in the district or any person to whom he may delegate authority in a particular situation.

ARTICLE II - Recognition

- Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all full and part-time secretarial, clerical, supportive personnel, and teacher/building aides employed or to be employed by the Board.
- Excluded from the unit will be supervisory personnel, Secretary to the Superintendent, Secretary to
 the Assistant Superintendent for Administrative Services or his/her successor. It is expressly
 understood that the number of excluded clerical, confidential positions shall not exceed two without
 the mutual consent of the parties.

3. Basic Agreement

- A. Employees will faithfully perform their assigned duties in an efficient manner under the terms of this contract and other rules and policies established by the Superintendent and the Board as they may relate to their work and will not divulge information regarding pupils, employees, parents, or school business except as required in the regular performance of their duties.
- B. The parties mutually agree that the provisions of the agreement and the wages, hours, terms, and conditions of employment shall be applied without discrimination with respect to race, color, religion, national origin or ancestry, gender, age, disability, height, weight, marital status, membership in the organization, or members holding office in the organization.
- C. The Board will compensate employees according to the attached schedule for their services to the District.

- D. Except as modified by the terms of this contract, the Board retains all rights and powers to manage the Center Line Public Schools District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan and inherent in responsibilities to manage a public school system.
- E. Nothing in this contract shall be construed to limit the powers 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 conferred under the School Code are preserved.

ARTICLE III - Union Dues and Initiation Fees

1. Union Security

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- A. On the effective date of this agreement, all employees covered by this agreement who are members of the Union will remain members for the duration of this agreement.
- B. Within ten (10) days after the thirtieth (30th) day of the effective date of this agreement, all employees who do not wish to join the Union shall, as a condition of employment, pay a service charge equal to the amount of the periodic monthly dues required of a member of the Union for the duration of this agreement.
- C. Employees hired, rehired, or reinstated in the unit shall, within ten (10) days after the thirtieth (30th) day following their employment, tender the initiation fee and periodic monthly dues or tender the monthly service charge for the duration of this agreement.
- D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise by reason of the Employer's complying with the provisions of this Article.

2. Union Dues, Initiation Fees, and Assessments

A. Payment by Check-Off: Employees shall tender the initiation fee, monthly membership dues or service charge, and assessments by signing the "Authorization for Check-Off of Dues" or service charge form. The School Board will submit to each employee a Union membership application form as an "Authorization for Check-Off of Dues" to be signed upon employment, transfer, or reinstatement into the bargaining unit. The initiation fee, monthly dues or service charge, and assessments as stipulated by the Union will automatically be put into effect according to Article III of this agreement.

The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.

- B. When Deductions Begin: Check-off deductions under all properly executed "Authorization for Check-Off of Dues" forms or service charge forms shall become effective at the time the application is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.
- C. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service charges have been deducted by the thirtieth (30th) day of the current month.

D. Termination of Check-Off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer an employee in the bargaining unit. The Local Union will be notified by the School Board of the names of such employees following the end of each month in which the termination took place.

ARTICLE IV - Effect of Agreement

- The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. All amendments shall be ratified by both the Board of Education and Local membership before being put into effect.
- 2. If any provision of this agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this agreement will continue in full force and effect. The parties will meet as soon as possible after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE V - Guarantee of Rights

- The parties agree that there shall be no discrimination against any employee by reason of race, color, religion, national origin or ancestry, gender, age, disability, height, weight, or marital status.
- 2. The School Board agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
- 3. The Board agrees that its rules and regulations governing employees will be reasonable and that enforcement of discipline will be fair, follow due process, and be for just cause.

ARTICLE VI - Representation

- The stewards and their area of jurisdiction, along with all appropriate committees, shall be submitted in writing to the Board upon their election or appointment.
- 2. The School Board agrees to recognize all referenced above in addition to a grievance committee, which shall be composed of the Local President and appropriate stewards.
- 3. The Superintendent is responsible for the conduct in carrying out the policy and provisions of this contract. He/she shall be available at mutually agreeable times for conferences with the President of the Local bargaining unit along with other designated members of the appropriate committees and at their option, an AFSCME Council or International Staff Representative to discuss matters of interpretation of this contract and application of specific provisions.

It is agreed that the above shall take place upon request of either party.

ARTICLE VII - Grievance Procedure

1. Any claim by an employee, group of employees, or the Union that there has been a violation,

misinterpretation, or misapplication of any provision of this agreement, or existing past practice, shall be a grievance.

- Each grievance shall have to be initiated within fifteen (15) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within fifteen (15) working days after the Union or the aggrieved becomes aware of the cause for complaint. Monetary settlement of a grievance shall be retroactive but for a period not to exceed six (6) months prior to the filing date of the grievance.
- All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation for personal services that were received.
- 4. A grievance may, by mutual consent of the parties, be advanced or processed out of order.
- An employee may be accompanied or represented by a Union Representative in all steps.

A. Step I

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Any employee, or the Union itself, having a grievance will first contact the supervisor in charge of the responsibility. An employee is entitled to Union representation at this meeting if they so choose.

B. Step II

In the event the problem cannot be resolved at Step I, then it must be reduced to writing by the grieving party and presented to the immediate supervisor within ten (10) working days. A written response will be provided the employee and the Union within three (3) working days.

C. Step III

In the event the written answer at Step II proves unsatisfactory, the employee or the Union may process the grievance within ten (10) working days to the appropriate Central Office Administrator who will establish a meeting with the Union within five (5) working days to discuss the grievance. Either party at this step may include additional research people to assist in the resolution of the grievance. The Administration must provide the Union a written answer within five (5) working days following the Step III meeting.

D. Step IV

In the event the written answer at Step III proves unsatisfactory, the employee or the Union may process the grievance within five (5) working days to the Superintendent, who will establish a meeting with the Union within five (5) working days to discuss the grievance. Either party at this step may include additional research people to assist in the resolution of the grievance. The Superintendent must provide the Union a written answer within ten (10) working days following the Step IV meeting.

E. Step V

If the grievance remains unsettled, the Union shall notify the Board in writing within ten (10) working days of its intent to present the grievance and related arguments to the Board of Education. The grievance shall be placed on the Board agenda at its next regular or special meeting and a future hearing date established to afford the Union due notice. This meeting

may be attended by the grievant, the Union President, and a Council Representative. A decision shall be rendered at the next regular or special meeting, and written notification shall be promptly sent to the Local President and Council Representative.

F. Step VI

- 1. If a grievance is unresolved at Step V, the Union shall, within ten (10) working days, notify the Board of their intent to go to arbitration.
- 2. If the grievance is not satisfactorily resolved as a result of Step V, it may be submitted within sixty (60) working days to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator shall have no power to add to, detract from, alter, or modify the terms of this agreement. However, the parties agree that he has the right to grant monetary and retroactive awards as limited in this procedure.

Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

Miscellaneous

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- A. The Board agrees to furnish the Union, in response to reasonable requests, all the information as will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the bargaining unit together with information which may be necessary for the Union to process any grievance or complaint and necessary to the bargaining process.
- B. The employee may be accompanied or represented by the Union in all steps.
- C. Time for discussion and processing of grievances shall be allowed the appropriate steward(s) and/or the Local President so that there is a minimum of time lost from regular duties and grievances resolved with reasonable dispatch. Notification and sanction of the principal or supervisor shall be obtained when leaving the job for this purpose. Such time shall not be unreasonably withheld.
- D. Written grievances shall be specific as to the nature of the grievance and/or the part of the contract referred to and shall be entitled as an official written grievance. Grievances may not be amended after Step II.
- E. The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent. Days shall mean workdays.
- F. If the grievant does not process the grievance to Step II, or Step III, or Step IV, or Step V, or Step VI within the prescribed time period, the grievance shall be considered settled on the basis of the answer at the last previous step, as the case may be. Any answer not received within time limits from the Board shall be automatically moved to the next step by the Union.
- G. Released time, four (4) hours per month, will be allowed for the Union President for handling Union matters. Additional released time may be purchased at the substitute rate.

The Union President will also be provided released time for mutually-scheduled pre-arbitration and/or arbitration hearings.

H. Nothing may be asserted in arbitration that has not been previously asserted at Step V.

ARTICLE VIII - Special Conferences

- 1. Special Conferences will be arranged between Union representatives and the Board of Education upon the request of either party. Requests will be made through the Superintendent.
- Unless otherwise agreed, arrangements for such special conferences shall be made twenty-four (24) hours in advance, and the conference will be held within fifteen (15) working days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.
- 3. A Representative of Council #25 or a Representative of the International Union may attend the special conferences.
- 4. The purpose of the special conferences is to discuss matters of mutual concern. The meetings are not intended to bypass the grievance procedure.

ARTICLE IX - Discharge or Suspension

Notwithstanding the foregoing procedures for the processing of grievances, protests against the discharge or suspension of an employee shall automatically bypass the first three steps of the procedure and begin at Step IV, the Superintendent's level. Step IV meetings on discharge or suspension shall take place within three (3) working days after receipt by the Superintendent of a protest against the discharge or suspension. The Union will be notified in writing of the discharge or suspension action, and upon receipt of said notice, the Union shall file any grievance or protest within ten (10) working days.

ARTICLE X - Disciplinary Procedure

- A. In any case where employee disciplinary action is necessary, the following order of procedure shall be followed; except that nothing in this section shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
 - B. Procedural Steps:

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- 1. Oral Reprimand
- 2. Written Reprimand
- 3. Disciplinary Suspension without pay limited to one day
- 4. Disciplinary Suspension without pay (3-5 days)
- 5. Discipline up to and including discharge
- A. Should it be necessary to discipline or reprimand an employee, the action shall be given so as not to cause embarrassment to the employee before other employees or the public.
 - B. The School Board agrees that, upon imposing any form of discipline, the designated area steward or Union representative shall be promptly notified in writing of the action taken. Employees shall be given copies of all disciplinary actions, and a copy shall be placed in the

employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the employee's personnel file.

- C. The employee shall have the right to be represented by the area steward or Union Representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the Grievance Procedure, or the employee may seek such other legal remedy as may be available upon the employee's election.
- D. The employer may modify a disciplinary action except that the severity of the disciplinary action, given for each specific offense, shall not be increased but may be lessened.
- E. Upon request, an employee's personnel record may be reviewed. After twenty-four (24) months of satisfactory service, all disciplinary matters appearing therein shall be destroyed, and prior disciplinary actions of more than twenty-four (24) months duration will not be used in any subsequent disciplinary action.

ARTICLE XI - Seniority and Seniority Lists

1. Date of Seniority, Seniority Lists

- A. The seniority of all employees on the seniority list shall commence with the date of permanent hire by the Center Line Public Schools Board of Education. When more than one employee is hired on the same date, seniority shall be determined by alphabetical sequence according to the name listed on the application.
- B. The Union shall be provided with a list setting forth, in the order of seniority, each employee's name, seniority number, effective hiring date, and classification. Such list shall be revised each six (6) months with copies given to the Union. The Union will be notified of all new hires and terminations as they occur.
- C. The Union will designate in writing to the Board each year the two (2) persons to whom the seniority lists and notification of changes are to be sent.

2. Application of Seniority

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- A. Seniority shall be applied as hereinafter provided district-wide. The classification groups shall be as outlined in Article XXIII, Classification and Salary Schedule except that for layoff purposes, teacher/building aides shall be one classification.
- B. For the purpose of computing vacations, retirement, salary step, and other fringe benefits, the district shall use permanent date of hire, less time spent on layoff or leave of absence without pay. Such determination shall be prorated.
- C. Effective the date of ratification, seniority earned prior to March 15, 1982 will be accrued on a full-time basis. After March 15, 1982, regular part-time employees will accrue seniority on the basis of one-half (1/2) year per year of service. Regular full-time employees will accrue seniority on the basis of one (1) year of service equals one (1) year of seniority.

3. Probationary Employees

A. All newly-hired employees shall serve a ninety (90) working day probationary period. Probationary periods may be extended by mutual consent of the Union and the Board.

B. Newly-hired probationary employees shall receive all fringe benefits provided other employees except that they shall not accrue nor shall they be eligible for sick bank withdrawals.

4. Loss of Seniority

Seniority shall be lost and the employer/employee relationship would no longer exist for the following reasons:

- A. If the employee guits.
- B. If the employee is discharged and the discharge is not reversed through the grievance procedure of this agreement.
- C. If the employee is absent for five (5) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
- D. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
- E. If the employee overstays a leave granted for any reason, as hereinafter provided.
- F. If the employee is on layoff for a period exceeding two (2) years.
- G. Upon satisfactory completion of the probationary period of thirty (30) working days into another bargaining unit, members shall lose seniority in the unit.

5. Protected Seniority

Protected seniority against layoffs shall only be granted to the Local President, Vice President, and stewards provided that any employee so retained is qualified to perform the work of the job available. This protection shall be limited to only seven (7) members of the bargaining unit.

ARTICLE XII - Layoff and Recall

1. Layoff

A. Definitions

- 1. <u>Layoff</u>: A reduction in the work force or a reduction in the hours worked by an employee due to lack of funding, reduction in work, program change, or reduced enrollment.
- 2. Laid off: Not employed in an active position in the bargaining unit.
- <u>Displaced employee</u>: An employee who has been affected by the introduction of the layoff procedure and has not returned to a position comparable in pay and hours to that which they held prior to displacement.
- 4. Regular full-time employee: Any full-time employee who has successfully completed the probationary period.
- 5. Regular part-time employee: Any employee working four (4) hours or less per day on a regular basis who has completed the probationary period.

- 6. <u>Part-time temporary employee</u>: Any employee who is working on a temporary basis, thirty-five (35) hours or less, but is not scheduled based upon the school calendar.
- 7. <u>Qualified</u>: For this section of the contract, qualified means that any employee who is presently employed by the school system shall be considered qualified if they meet the minimum criteria set forth in the job descriptions as determined by the test(s) provided by the District or at the skill levels of the position held at the day of ratification of this contract.
- 8. <u>Category Groups</u>: There will be two groups of employees, CATEGORY A, B, C & D as one group and CATEGORY E and F as the second group.

All present employees hired prior to September 3, 1991 are grandfathered under the terms and conditions of the 1988-91 Master Agreement.

- B. The intent of this layoff procedure is to insure that, insofar as possible, the most senior fulltime employee will be retained when the implementation has been completed. The procedure outlined in Article XII, Paragraph G., will be utilized to protect hours and wages so that the individual will receive the minimum financial loss possible.
- C. Employees may bump within their Category Group only to positions for which they are qualified.
- D. In the event of a layoff, the following procedure shall be followed:

When it becomes necessary to reduce the bargaining unit, the Administration will notify and meet with Union representatives to inform them of the situation and discuss how the reduction is intended to be made. The Union will be provided an opportunity to discuss and ask questions and shall be afforded the opportunity to provide input and/or suggestions.

- E. Should a reduction in work force be necessitated, the following order shall be followed:
 - 1. Temporary employees (i.e., CETA, Co-op, etc.)
 - 2. Part-time temporary employees.

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- 3. Probationary employees, by district-wide seniority.
- 4. The aforementioned employees will be laid off before any regular part-time or regular full-time employees are displaced or laid off.
- F. The reduction in work force shall continue in the following order:
 - 1. Regular part-time employees, by district-wide seniority.
 - 2. Regular full-time employees, by district-wide seniority.
 - 3. When a regular full-time employee bumps into a regular part-time position, they may use their district-wide seniority to bump or displace any employee with less district-wide seniority. However, they may not bump or displace a regular part-time employee with more district-wide seniority.
- G. Employees affected by a layoff or a reduction in work hours will bump:

- 1. The least senior person in the same Category Group for which the individual is qualified.
- The least senior person in the next lower Category Group for which the individual is qualified.
- 3. The least senior person in the next lower Category Group for which the employee is qualified and so forth.
- 4. Part-time employees working the most hours providing they are qualified and have more seniority within their Category Group.
- 5. This process will continue until the least senior employee is removed within their Category Group.

All present employees hired prior to September 3, 1991 are grandfathered under the terms and conditions of the 1988-91 Master Agreement.

- H. Employees subject to layoff shall receive a minimum of fifteen (15) working days notice.
- I. The Board shall continue to pay all necessary premiums for insurance benefits for a period of sixty (60) calendar days. Thereafter:
 - Displaced employee(s) will be entitled to the insurance benefits provided by their new job.
 However, if a regular full-time employee should bump to a part-time position, the Employer shall continue to pay premiums for sixty (60) days.
 - 2. Laid-off or displaced employees shall be afforded the opportunity to continue to maintain their insurance benefits as provided by the District group plans. The insurance premiums shall be paid by the employee to the District.
- J. Employees placed on layoff through the above procedure shall receive their prorated vacation pay at the time of layoff.
- K. Employees on layoff shall be maintained on a recall list for a period of two (2) years. Employees removed from the recall list will no longer be able to exercise seniority rights.
- L. It is agreed that laid-off employees shall not continue to accrue and receive other benefits such as vacation, holidays, sick days, salary step increments, longevity, retirement credit, or severance pay during their period of layoff. Upon recall, however, employees shall return with earned seniority restored and shall have their previously accumulated sick days restored. Sick days, vacation, holidays, salary step increments, longevity, retirement, severance pay, and all other fringe benefits will be prorated upon recall.
- M. For the purpose of this Article, protected seniority as outlined in Article XI will be considered as outlined therein. The Union will change its election date to minimize any disruptions resulting from the election of new officers.
- N. Employees laid off by the above procedure will be given preference when substitute positions are available. Laid-off employees must meet the qualifications for the position in which they substitute. (Paid at substitute rate)
- Recall

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- A. When employees are on layoff or displaced, vacancies will be filled through the recall procedure.
- B. Employees must be qualified for the position to which they are recalled as defined in Article XII, 1. A. 7.
- C. When it becomes possible to recall an employee because of a vacancy or the establishment of a new position, or to allow a displaced employee to bid on a position, the following procedure will be followed:
 - 1. All employees will be given notice to a recall meeting. The notice will be given at least ten (10) working days prior to the meeting.
 - Based upon seniority, qualified employees may bid on the available position within their Category Group at the time of initial layoff. All present employees hired prior to September 3, 1991 are grandfathered under the terms and conditions of the 1988-91 Master Agreement.
 - 3. Laid-off individuals and displaced employees will bid on these positions and subsequent vacancies created by the initial and subsequent moves along with other interested employees.
 - Laid-off and displaced employees who are successful bidders will be recalled to those positions.
 - All vacancies will be filled within five (5) working days of the bidding meeting by the Superintendent or the Superintendent's designee. These time limits might be extended by mutual agreement.
- D. The Administration may fill any vacancy or newly-established position from outside the bargaining unit if the applicants among present employees, laid-off employees, or employees on reduced work schedules are not qualified for the position as provided for in Article XV, 2. B.
- E. An employee who fails to return to work upon recall to his/her former position will lose seniority rights.
- F. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within ten (10) working days after the date of delivery or proof of non-delivery.
- G. Qualified regular part-time employees will not be allowed to bid on full-time positions until qualified regular full-time and displaced employees are made whole.
- H. While this process is being exhausted, the Superintendent may fill any vacancies with qualified laid-off employees or qualified non-bargaining unit substitutes if there are no qualified laid-off employees available.

ARTICLE XIII - Aid to Other Unions

The Board of Education agrees that it will not aid, promote, or finance any labor group or organization nor in any way engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining this Local Union defined by this contract.

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ARTICLE XIV - In-Service

The Board of Education shall encourage bargaining unit members to participate in conferences and educational seminars subject to approval by the Superintendent within the budget limits set by the Board. When given prior approval, the employee will be reimbursed for all related expenses. Such participation will not result in any loss of pay.

ARTICLE XV - Vacancies, Promotions, and Transfers (Definitions)

Promotion: Assignment of an employee to a position with a higher pay scale as defined by

Article XV, 3.

Demotion: Assignment of an employee to a position with a lower pay scale as defined by Article

XV, 3.

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Vacancy: An active position which the Administration intends to fill.

Transfer: Changing from one active position to another in the same Classification and pay scale.

Qualified: An applicant shall be considered qualified if they meet the minimum criteria set forth

in the job descriptions as determined by the test(s) provided by the District and interviews when indicated. Present employees who held their position prior to the implementation of testing and the interview process shall be considered qualified at

the skill levels of the position held at the time.

When new positions are created by the Administration, the Union will be provided input in regard to the job descriptions. Hours and rate of pay will be negotiated.

1. Within five (5) working days after a vacancy exists, and the secretarial bargaining unit has no laid-off or displaced employees, the following procedure shall begin:

A. All employees will be given notice of the vacancy. The notice will be given at least five (5) working days prior to a bid meeting or application deadline.

During the school year vacancy notices will be posted in all buildings on approved bulletin boards, on the district intranet and job hotline. The district will send notification of vacancies to Union employees on leaves of absence and known vacations, via certified mail. Resume will be required at time of interview.

Vacancies that occur during the summer months will be posted on the district-wide intranet and job hotline. In May, the union and administration will agree to a time schedule to post all summer vacancies on the district-wide intranet and job hotline. Membership will be notified of the posting dates before the end of the employee's work year. Ten (10) month employees will be responsible for accessing the intranet or job hotline for job posting information during the summer months. Employees applying for vacancies during the summer may send a letter of interest or call the district offering verbal interest in the vacant position. Resume will be required at time of interview,

- B. The notice of the vacancy will contain the time, date, and place of the bid meeting or the application deadline date along with the name of the position, rate of pay, classification, location, number of weeks, and number of hours per day.
- C. The Union President will also receive a notice of the vacancy five (5) working days prior to the date of the bid meeting or application deadline.
- D. At a bid meeting, qualified employees may bid on the vacancy as posted and any additional vacancies created by the initial and subsequent moves on the basis of seniority.
- E. All vacancies will be filled within fifteen (15) working days of the bidding meeting.
- F. The Superintendent may place a substitute in the vacancy for a period of twenty (20) working days. This time limit may be extended by mutual agreement.
- G. Each fall, the Teacher/Building-Aides Bid Session will be held prior to the start of school except when the Teachers' Calendar is disrupted. All teacher/building aides will bid on positions that are available at this time by using their district-wide seniority.

2. Determination of Qualified Applicants

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- A. Applicants who meet the criteria set forth by the job descriptions for the positions as determined by test results from all the required skill areas and interviews when indicated will be considered qualified. The tests will measure general skills as listed in the job descriptions.
- B. The Board supports, in principle, a policy of promotion from within, but a vacancy may be filled from outside the bargaining unit if present employees are not qualified for the position. An additional test opportunity will be provided only if a vacancy requires skills and/or skill levels not previously tested.
- C. Present employees who held their position prior to the implementation of testing and the interview process shall be considered qualified at the skill levels of the position held at that time.
- D. There will be two established testing dates each year. One testing date will be in October and the other will be in April. Bargaining unit employees will take whichever tests they choose at these times to certify their qualifications for future vacancies. A copy of the test results will be provided to the union president.

3. Transfer, Demotion, Promotion

In all cases of transfer, demotion, and promotion, the senior qualified applicant shall be afforded the opportunity to the vacancy subject to the trial period of sixty (60) working days.

4. Trial Periods

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- A. Employees awarded a position through the above shall serve a sixty (60) working day trial period to determine:
 - 1. Their desire to remain on the job.
 - 2. Their ability to perform.

- B. At any time during the sixty (60) working day trial period, the employee may opt to revert back to his/her former position.
- C. If at the end of the trial period the employer determines the employee has not successfully completed the trial period, the employee shall be repositioned in the former position and reasons for denial shall be given to the employee and the Union in writing.

ARTICLE XVI - Temporary Assignments and Vacancies

1. Temporary Assignment

- A. Should the employer, during the course of business, find it necessary to assign an employee to a classification or position other than that which they hold, it should be compensated in the following manner:
- B. If an employee is temporarily placed in a lower classification than that regularly assigned, there will be no reduction in pay. If an employee is assigned to a higher classification, the employee shall be paid at the rate of the higher classification for all of the time spent on the assignment, provided the assignment is for at least five (5) days within a four (4) week period. The employee shall be responsible for having her time sheet marked and approved for the higher rate by the immediate supervisor. Temporary assignment shall only be made in a case of emergency.

2. Temporary Vacancy

A temporary vacancy is a vacancy which is for a limited period of time brought about by the absence of the employee normally assigned to that position.

3. Filling of a Temporary Vacancy

Said vacancy will be filled by the most senior qualified laid-off or displaced employee. Should no qualified laid-off or displaced employee be available, the Superintendent may hire a substitute who must also be qualified. Should the vacancy extend into the summer period, the temporary vacancy shall be subject to the bidding procedure. Any vacancy extending beyond the end of a semester shall be subject to the bidding procedure at the semester break.

ARTICLE XVII - Work Day/Work Week

- 1. Exclusive of lunch periods, the regular work week for permanent full-time employees shall be five (5) seven-hour days each week, or five (5) seven and one-half hour days as listed in Article XXIII Classification and Salary Schedules.
- Overtime: All work in excess of 35 hours per week (37.50 hours per week for any employee working seven and one-half (7.50) hours per day) and on Saturdays shall be paid at one and onehalf times the hourly rate or compensatory time.

All work performed on Sunday shall be at double time. Compensatory time designated by the immediate supervisor must be taken within the payroll period earned. All of the above must have prior written approval by the immediate supervisor.

3. A minimum of two (2) hours shall be paid at the time and one-half rate to any employee where a call-in to work or overtime involves an extra trip from residence to place of employment.

- 4. A. Employees whose work year is less than fifty-two (52) weeks shall follow the same schedule of workdays as does the teaching staff. Excluding contract provisions for holiday and other special pay provisions, their wages shall be adjusted to the teachers' calendar.
 - B. Additional workdays and work weeks outside of the teachers' calendar shall be determined for these employees in conjunction with their immediate supervisor and shall be compensated for at the regular rate of pay.
 - C. Any alteration in the workdays or modification in hours of work will result in a meeting of the Union's bargaining team and the Board's bargaining team.
- 5. Teacher/Building Aides will have their workdays and weeks determined by their building administrator or immediate supervisor.
- The teachers' calendar will be used as the core for determining employee workdays and work weeks.
- 7. The lunch period for employees will not exceed one hour.

ARTICLE XVIII - Leave of Absence

1. Compensable Leave

A. Personal Leave

- 1. Twelve (12) month employees hired prior to January 31, 1989 will be allowed fourteen (14) days absence without loss of salary each year for the following reasons:
 - a. Personal illness or quarantine.
 - b. Serious illness in the immediate family.
 - c. Death of a relative in the immediate family, or an in-law or grandparent.
 - d. Personal Business approved by the immediate supervisor to a maximum of five (5) days per year.
- Personal Leave Days shall be earned at a rate of one (1) day per month for all employees hired after January 31, 1989. A total of fourteen (14) leave days per year will be earned by full-time employees (12 month employees). These days will be without loss of salary each year as stated above.
 - a. Members of the sick leave bank will have one (1) day placed in the sick leave bank and one (1) day awarded to the employee at the beginning of each fiscal year (July 1). At the end of the last day of each month, one (1) day will be earned by the employee. At the end of the fiscal year (June 30), the employee will have earned a total of thirteen (13) days.
 - b. Non-members of the sick leave bank will be awarded one (1) day at the beginning of each fiscal year (July 1). At the end of the last day of each month, one (1) additional day will be earned by the employee. At the end of the fiscal year (June 30), the fourteenth (14) day will be awarded to the employee.

- 3. Personal leave will be prorated for those employees working less than twelve (12) months.
- 4. The unused portion of the employee's annual personal leave allowance shall be added to the employee's personal leave reserve at the close of each school year. This reserve may be built up to an unlimited number of days and shall be available to the employee for use as stated in 1, and 2, above. Absences occurring after accumulated personal leave days have been used will be considered as absence without pay.
- 5. When an absence of more than five (5) consecutive working days occurs, or in the case of a suspected abuse, the employee may be required to present a statement from an attending physician stating the reason(s) for the absence and their anticipated date of return.

Employees preparing to return from an extended absence will provide a physician's release prior to reporting. In cases of suspected abuse, the Administration may require, at its own expense, a physician's statement prior to the five (5) working days.

6. Personal business shall be interpreted as that personal type of business which required the presence of the employee at affairs which cannot be arranged for outside of school hours. Request for personal business leave must be approved in advance, except in an emergency by the immediate supervisor. Personal business days may not be used to extend holiday or vacation periods.

B. Employee Sick Leave Bank

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A voluntary sick leave bank will be maintained for employees who choose to participate, which will be operated as follows:

- Each employee enrolling in the bank will donate one day of the employee's sick leave to the bank each year until the bank is built up to a maximum of 400 days. No more days will be added to the maximum until the bank is depleted to 250 days. The bank then will be built up to 400 days again and the process repeated.
- Additions will be made to the bank at the beginning of each fiscal year according to the above limitation.
- 3. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- 4. The first fifteen (15) days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay.
- A person will not be able to withdraw days from the bank until the employee's own accumulated sick leave is depleted.
- 6. A maximum of twenty (20) days in a twelve-month period can be drawn by one individual from the bank.
- Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

C. Jury Duty

 When an employee is called to perform jury duty or attend any court, pursuant to a subpoena, the Board of Education shall pay the difference between the jury duty and the employee's regular pay.

Time spent on jury duty will be deducted from the regular work day. Employees will
report to their supervisor should they be excused prior to the close of the normal
work day. Reasonable time for travel and lunch will be provided.

D. Union Leave

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- A maximum of five (5) days paid released time will be granted the Union for the purpose of Union representation at conventions, conferences, and seminars. The request to use the time must be written and submitted to the Superintendent at least two (2) weeks prior to the requested time.
- Attendance is not to exceed two people for each activity per year.

E. Hazard Leave

Employees shall receive time off with no loss of pay or sick time for any communicable disease directly contracted as a result of work; i.e., measles, mumps, chicken pox, lice, tuberculosis, hepatitis, mononucleosis.

2. Non-compensable Leaves

A. Maternity

- 1. An employee, upon becoming pregnant, may elect one of the following options:
 - a. Work until the employee chooses to take a maternity leave of absence, providing her physician approves, and utilize the employee's accumulated sick days when incapacitated.
 - b. Work until the employee's physician indicates that the employee is unable to perform the employee's work responsibilities and then take a maternity leave.
- Leave will be granted upon written request and upon receipt of a letter from the employee's physician indicating that the employee is pregnant, able to continue the employee's regular assigned duties, and stating the estimated time of delivery.

An employee requesting maternity leave shall apply in writing to the appropriate Central Office Administrator at least thirty (30) days prior to the anticipated date of the commencement of the leave whenever possible. Such maternity leave shall be granted until the employee's physician certifies the employee capable of returning to work.

- 3. Maternity leave provisions will conform with Title VII of the Civil Rights Act. The employee has the option of using all of the employee's accumulated sick leave commencing with the date of the leave if the physician certifies that the employee is unable to perform the employee's work responsibilities because of reasons of health.
- 4. Maternity leave will be granted without pay or fringe benefits except that hospitalization, medical, and other insurance will continue to be paid by the Board to eligible employees for sixty (60) days from the beginning of the leave.
- 5. The employee may choose at this time to pick up insurance premiums on her own,

- and it is agreed that these must be provided voluntarily on the date specified by the Administration.
- In the event the employee chooses not to use the employee's accumulated sick leave, the Board will continue the employee's premiums for the number of sick leave days accumulated by the employee, and at this point, the employee may choose to pick up premiums on the employee's own as referred to in the paragraph above.
- 7. The above insurance provisions are subject to the contract with the insurance carrier.
- 8. After the termination of pregnancy, the employee, in keeping with the stipulations of the original maternity leave, shall be permitted to return to the employee's former position upon: (a) conclusion of the postnatal period or postnatal examination and (b) written medical certification that the employee is physically able and capable of performing all of the duties and functions required of the employee's position.
- 9. The employee will provide the Board with written notice of the employee's desire to return a minimum of five (5) days before desired starting date.
- 10. Employees on maternity leave shall accrue seniority for up to six (6) months.
- An employee returning from maternity leave will be re-appointed to the employee's former job and classification providing that the employee returns to work within six (6) months of the starting date of the maternity leave.

B. Child Care Leave

- An employee not desiring to return at the end of the maternity leave may request a Child-Care Leave with a specific termination date. Such leaves may be up to one (1) year. Child-Care Leaves will not accrue seniority or other benefits.
- An employee requesting a Child-Care Leave of less than three months and returning within three (3) months of the starting date of the child care leave will be assigned to her former job and classification.
- 3. An employee returning from a Child-Care Leave may not return to a position in a higher classification than the one held prior to the leave unless gained through the bidding or interview procedure.
- An employee who desires to return from a Child-Care Leave extending beyond three
 (3) months will be placed on the layoff list as of the termination date of the leave.
 Recall provisions will apply.
- 5. Employees will provide written notice of their desire to return thirty (30) days prior to the termination date of their leave.
- Employees granted a one-year Child-Care Leave may request up to an additional year.
 Such request should be made thirty (30) days prior to the end of the employee's original leave.

C. Consent Leaves

1. Consent leaves will be for a specific period of time with a definite termination date.

The Superintendent or his designee will specify the terms of the leave and the return from the leave in writing prior to the Board action approving the leave.

- Employees will not accrue seniority, fringe benefits, or credit on the salary scale while on Consent Leaves.
- 3. An employee requesting a Consent Leave of less than six (6) months and returning within six (6) months of the starting date of the leave will be assigned to the employee's former job and classification.
- Employees on Consent Leave of Absence extending beyond six (6) months will
 participate in the next bidding session when a vacancy occurs.
- 5. Employees who have exhausted their sick days and have fully utilized the sick bank, and are still unable to work, shall be placed on a non-compensable leave of absence.
- 6. Non-compensable leave may not exceed one year. Extensions may be renewed for an additional year.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA)

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Employees will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under this agreement. All requests for such leaves will be made to the Executive Director for Administrative Services. Proper certification of the reason for the leave must be provided.

All time on leave that falls under the Family and Medical Leave Act definitions will be counted toward FMLA time.

ARTICLE XIX - Vacations

1. Employees hired prior to January 31, 1989 will receive vacation days at the following rate:

Weeks of Work	1 <u>Year</u>	2 - 3 <u>Years</u>	4 - 5 <u>Years</u>	6-7-8-9 <u>Years</u>	10+ <u>Years</u>
38	3 1/2	5	6	8	10
39	3 3/4	6	8	10	12
40	4	8 1/4	10	12 1/2	16
41	4 1/4	8 1/2	10 1/4	12 3/4	17
42	4 1/2	8 3/4	10 1/2	13	17 1/2
43	4 1/2	8 3/4	10 3/4	13 1/4	17 1/2
44	4 1/2	9 1/4	11	13 1/2	18 1/2
4 5	4 1/2	9 1/4	11 1/4	13 1/2	18 1/2
46	4 3/4	9 1/2	11 1/2	14 1/4	19
47	4 3/4	9 1/2	11 3/4	14 1/4	19
48+	5	10	12	15	20

The weeks of work for the purpose of this section shall be as determined by the number of weeks as agreed upon in the employees' job descriptions. Except that for the term of this agreement no employee covered by this agreement will earn vacation days at a rate less than 39 weeks.

2. Bargaining unit members hired after January 31, 1989 will receive paid vacations days according to the following table:

Days are prorated for all employees (e.g., a vacation day earned while in a three (3) hour position will be paid at three (3) hours.)

Employees working less than 52 weeks will earn paid vacation days according to the following table:

First Full Year	1	day per	12 weeks
2 - 5 Years	1	day per	10 weeks
6+ Years	1	day per	8 weeks

3. Employees working less than the full amount of weeks of work shown in the job descriptions will be prorated as follows:

Working 1/4 of the weeks of work - 1/4 of scale above Working 1/2 of the weeks of work - 1/2 of scale above Working 3/4 of the weeks of work - 3/4 of scale above

- 4. Effective July 1, 1999, all employees in Categories B, C, D & E will have a choice in receiving their vacation days' stipend in a lump sum at the conclusion of the school year, or in their choice of reimbursement account (medical or dependent care) at their pre-tax rate of pay. The district will assume the monthly maintenance fee provided that the employee deposits no less than 5 days of vacation.
- 5. New employees in Classifications VI and VII, hired July 1, 1999 and thereafter, will receive a stipend in their choice of Reimbursement Account (either Medical or Dependent Care) or Vacation Days (paid in a lump sum only at the end of the school year) according to the following scale:

	<u>vi</u>	ĀIĪ		
First Full Year	\$140	\$120	or	2 days vacation
2 - 5 Years	\$170	\$150	or	3 days vacation
6 + Years	\$210	\$190	or	4 days vacation

The district will assume the cost for the establishment of the account and the monthly maintenance fees.

- 6. Vacation time shall be taken without loss of pay, but in no instance shall extra pay be given in lieu of vacation time. Vacation time may not be accumulated from year to year.
- June 30 of each year shall be the date upon which service time shall be computed for paid vacation.
- 8. Employees shall be paid for their vacation time on the last payday of the fiscal year. Provided, however, upon request of the employee, the employee's immediate supervisor, at his/her sole discretion, may grant vacation time during the school year in lieu of summer payment. Vacation time taken during the employee's regular work time will not extend the employee's work year.

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- 9. Employees may be permitted to take some portion of their vacation time at a time other than the summer months with approval from their immediate supervisor.
- 10. If vacation days are taken within the school year, they will be restricted to break periods when school is not in session. Employees in Categories A & F are exempt from this restriction.
- 11. Vacation time will be scheduled in accordance with the request of the employees, insofar as possible, on a seniority basis. (Employees working 52 weeks a year.)
- 12. When legal holiday occurs during an employee's vacation period, the employee shall be given an additional day of vacation time.
- 13. If an employee severs the employee's connection with the school system after having started the work year, the employee shall be granted vacation pay for prorated vacation time earned up to the employee's date of termination.

ARTICLE XX - Holidays

1. Definitions:

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Category A: Those employees normally working seven (7) hours per day for fifty-two (52)

weeks.

Category B: Those employees normally working seven (7) hours per day or seven and

one-half (7.50) hours per day for less than fifty-two (52) weeks.

Category C: Those employees normally working six and one-half (6.50) hours per day.

(Media Technicians)

Category D: Those employees normally working six and one-quarter (6.25) or less hours

per day not identified in E.

Category E: Those employees whose workday is dependent upon school programs,

enrollment, federal programs, or state programs. (Teacher/Building-Aides,

Paraprofessionals)

Category F: Those employees working four (4) hours per day for fifty-two (52) weeks.

2. CATEGORY A employees shall be entitled to the following days off without loss of pay or paid leave time: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and three additional days to be worked out cooperatively during the school year.

CATEGORY B employees shall be entitled to the following days off without loss of pay or paid leave time: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and two additional days to be worked out cooperatively during the school year.

CATEGORY C employees receive the same holidays as CATEGORY B.

- 3. Whenever any of the above days fall on Sunday, the Monday following shall be considered the holiday unless school is in session on that Monday. Whenever any of the above days fall on Saturday, the preceding Friday shall be considered the holiday unless school is in session on that Friday. If Christmas falls on Monday, the day after Christmas will be given in lieu of the day before Christmas. When the day before Christmas or New Year's Day falls on a Friday or Sunday, the preceding Thursday or the following Tuesday shall be counted as the holiday.
- 4. If employees are required to work on any of the above Fridays or Mondays because school is in session, an extra day and a half will be added to the following summer's paid leave time for each Friday or Monday worked.
- CATEGORY D employees will receive holiday pay for New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and four (4) additional days to be worked out cooperatively during the school year.
- 6. CATEGORY E employees will receive holiday pay for New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and four (4) additional days to be worked out cooperatively during the school year.
- 7. CATEGORY F employees shall be entitled to the following days off without loss of pay or paid leave time: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, the day before Christmas, Christmas Day, and three (3) additional days to be worked out cooperatively during the school year.
- 8. Holiday pay will not be made unless the employee works prior to and just following the holiday.
- Employees who elect to work on a holiday will not be given additional time off to make up for the lost holiday without the immediate supervisor's written approval.
- 10. Employees who elect to take one of their extra holidays during a regularly scheduled work time will not be allowed to make up the workday. The workday will be deducted from the total work days called for on the employee's job description.

ARTICLE XXI - Retirement

Employees retiring under the provisions of the Michigan Public School Employees Retirement System shall be entitled to a severance pay based on the following formula:

Accumulated Sick	% of Base Salary Received
Leave Days:	<u>at retirement:</u>
25 - 37	10
38 - 50	15
51 - 63	20
64 - 76	25
77 - 89	30
90-1 02	35
103-115	40
116-128	45
129-131	50
132-1 44	5 5
145+	60

2. Employees retiring under the provisions of the Michigan Public School Employees Retirement System with twenty four (24) or less accumulated sick leave days and more than five (5) years of service will receive \$75.00 per year of service.

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- 3. Funds for severance will be paid into an employer selected special pay plan on behalf of the retiree. See Appendix D for plan provisions.
- 4. A deferred payment plan can be established between the Board and the retiree (not to exceed a five-year time span).

ARTICLE XXII - General Conditions

- Chest x-rays or satisfactory evidence of chest x-rays or tuberculin skin test shall be a condition of employment. Employees not taking advantage of free health department services shall bear the expense of this themselves. Members of Local 3154 will be notified in the event the Board of Education arranges to have skin tests given in the District.
- 2. Health Insurance: The Board of Education will furnish employees in Categories A, B, and C with a fully-paid Blue Cross/Blue Shield Community Blue I PPO plan. The PPO plan will include riders that provide coverage for preventative care up to \$500 per person and Mental Health benefits at 80%. Prescription coverage will provide for a \$10.00 PRX co-payment for generic drugs and a \$20.00 PRX co-payment for non-generic drugs. Employee will have an optional mail-in prescription plan that will allow for a 90-day supply with a single fill co-payment. A summary of benefits will be listed in Appendix A. If the employee is covered through a spouse's employer at the employer's expense, this provision will not apply.
- 3. <u>Life Insurance</u>: Term life insurance in the amount of \$12,000 will be purchased for all employees working five (5) or more hours per scheduled work day.
- 4. Optical Insurance: The Board will provide coverage comparable to National Vision Administrators (NVA) as provided for in Appendix B family optical insurance for all employees
- 5. <u>Dental Insurance</u>: Employees in Categories A, B, and C will be eligible for fully paid dental insurance that will provide for 70/30 coverage of Class I, II, and III benefits with a \$1,000 per person annual coverage maximum. Orthodontic coverage will be a 60/40 benefit with a lifetime maximum of \$800 for dependent to age 19. Category D and E employees working five (5) or more hours per scheduled work day will be given a premium benefit not to exceed \$450 to apply towards either a 50% dental benefit or a 70% dental benefit. Any cost in excess of the \$450 per year will be paid by the employee. In both cases, such coverage will be limited by the carrier's contract terms. For Employees that receive dental insurance through a spouse, either internally or externally coordinated, a 50/50 coverage of Class I, II, and III benefits with a \$1,000 per person annual coverage maximum will be provided. Appendix C will list benefit levels for dental insurance.

ARTICLE XXIII - Classifications and Salary Schedules (Effective with 2007 - 2010 Contract Ratification)

	Classification	<u>Days</u>	<u>Pd. Hol.</u>	Hrs. Per Day
Accounting				
Head Bookkeeper Head Payroll Accounting/Bkkg. Clerk Payroll Clerk Business Office Support Clerk	I II III III	260 260 260 260 260	13 13 13 13 13	7 7 7 7 7
Secretary - Central Office/Building Administrator/Director/Super	visor			
Secretary to Assistant Superintendent of Instructio High School Principal Middle School Principal H.S. Assistant Principal H.S. Assistant Principal H.S. Assistant Principal Director of Counseling Elementary Principal Maintenance/Garage Special Education Special Projects		260 230 230 225 225 215 210 215 260 215 215	13 11 11 11 11 11 11 11 13 11	7 7.5 7 7 7 7 7 7 7
General Secretary/Clerk				
Attendance Clerk Bookstore Clerk Counseling Clerk High School Clerk Learning Consultant Clerk Middle School Clerk Receptionist Special Education Clerk E.C.C. Clerk Counseling Records Clerk	IV IV IV IV IV IV IV IV	196 211 206 206 196 206 238 196 207	11 11 11 11 11 11 11 11	7 5+ 7 7 5 7 7 3 7
Support Staff				
Media Technicians Paraprofessionals Teacher/Building Aides	VI VI	197* 192* 192*	11 11 11	6.5 ** **

^{*} coordinates with teacher/student calendar ** varies with position

Days = Total number of days including paid holidays

2. Salary Schedules

A. Salary Schedule for 2007 - 2008

1. 2.0% increase

Pay Step	-1-	-2-	-3-	-4-	-5-	-6-	-7-
Class I	17.95	18.87	19.62	20.52	21.22	22.24	22.85
Class II	16.44	17.51	18.21	19.05	19.86	20.98	21.55
Class III	15.51	16. 44	17.18	17.91	18.44	19.28	19.80
Class IV	14.43	15.17	16.06	16.78	17.91	18.81	19.31
Class V	13.61	14.43	15.17	16.44	17.10	18.08	18.55
Class VI	12.38	12.69	12.96	13.96	14.85	15.72	16.13
Class VII	11.10	11.34	11.58	12. 44	13.25	14.00	14.40

2. Building Aides will receive an 'additional fifteen cents per hour after successful completion of three approved courses. These courses must be taken within five years.

B. Salary Schedule for 2008 - 2009

1. 3% increase from 2007 - 2008 Schedule

Pay Step	-1-	-2-	-3-	-4-	-5-	-6-	-7-
Class I	18.49	19.44	20.21	21.14	21.86	22.91	23.54
Class II	16.93	18.04	18.76	19.62	20.46	21.61	22.20
Class III	15.98	16.93	17.70	18.45	18.99	19.86	20.39
Class IV	14.86	15.63	16.54	17 .28	18.45	19.37	19.89
Class V	14.02	14.86	15.63	16.93	17.61	18.62	19.11
Class VI	12.75	13.07	13.35	14.38	15.30	16.19	16.61
Class VII	11.43	11.68	11.93	12.81	13.65	14.42	14.83

2. Building Aides will receive an additional fifteen cents per hour after successful completion of three approved courses. These courses must be taken within five years.

C. Salary Schedule for 2009 - 2010

1. 2% increase from 2008 - 2009 Schedule

Pay Step	-1-	-2-	-3-	-4-	-5-	-6-	-7-
Class I	18.86	19.83	20.61	21.56	22.30	23.37	24.01
Class II	17.27	18.40	19.14	20.01	20.87	22.04	22. 64
Class III	16.30	17.27	18.05	18.82	19.37	20.26	20.80
Class IV	15.16	15,94	16.87	17.63	18.82	1 9 .76	20.29
Class V	14.30	15.16	15. 94	17.27	17.96	18.99	19.49
Class VI	13.01	13.33	13.62	14.67	15.61	16.51	16. 94
Class VII	11.66	11.91	12.17	13.07	13.92	14.71	15.13

2. Building Aides will receive an additional fifteen cents per hour after successful completion of three approved courses. These courses must be taken within five years.

- 3. Salary Schedules Supplemental Data
- A. Fourteen cents (.14) per hour longevity beginning the 8th full year of service, an additional twenty-five cents (.25) per hour longevity beginning the 11th full year of service, and an additional twenty cents (.20) per hour commencing the 16th year of service to the district.
- B. Employees in Categories D and E or employees who have worked a segment of their employment in Categories D and E, since July 1, 1966 shall be eligible for longevity increments as follows:
 - Credit for a year's employment shall be based on 1200 hours worked. Computation will be as accurate as records allow.
 - 2. Accumulation of fourteen cents (.14) per hour will be based on 8400 hours.
 - Accumulation of twenty-five cents (.25) per hour will be based on 12,000 hours.
- C. A maximum of three years' experience credit may be applied at the discretion of the Superintendent in determining the initial salary of an employee at the time of employment.
- D. Salary increments shall be paid on the anniversary date of hire less time off for layoff and leave of absence without pay.
- E. Media Technicians, upon verification of completion of the one-year community college library certification program, will receive an additional twenty-five cents (.25) per hour.
- F. Category E employees will be one pay period behind other employees. Paraprofessionals will be paid to date.

ARTICLE XXIV - Miscellaneous

- Bulletin Boards Bulletin boards are provided in each building to be used for purposes of posting notices governing work assignments and general or official information. The use of these boards shall be controlled by the Superintendent, who shall receive copies of all notices to be posted by employees or employee organizations before they are placed on these bulletin boards. However, the following notices may be posted without notifying the Superintendent:
 - A. Notices of official meetings called by Union officers.
 - B. Notices of Union social functions.

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- C. Notices and information from the International Union.
- D. The Union will have use of the intercommunication mail for distribution of the above notices.
 Union meetings may be held in school buildings at such times and places as arranged with the building principal.
- 2. Tests to determine qualifications will be given two times each year. One testing session will be held in October and the other in April.

ARTICLE XXV - No Strike Clause

The Union agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Board by any of its members.

ARTICLE XXVI - Savings Clause

If any provision of this agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this agreement will continue in full force and effect. The parties will meet as soon as possible after any such holding for the purpose of renegotiating the provision or provisions affected.

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ARTICLE XXVII - Amendments and Termination

This agreement shall commence July 1, 2007 and shall continue in full force and effect until June 30, 2010. If either party desires to terminate, modify, or change this agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, 2010. If no notice by either party to terminate, modify, or change this agreement, then this agreement shall continue in full force from year to year.

Center Line Public Schools Board of Education	A.F.S.C.M.E. Michigan Council #25 Local 3154
President, Board of Education	President, Local 3154
Vice President Board of Education	Staff Representative Council #25
Witness	Witness



Unlimited visits

A comprodit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Community BlueSM PPO Benefits-at-a-Glance

) Center Line Public Schools #67847-019

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

	In-Network	Out-of-Network
Preventive Care Services - *Payment for preventive	services is limited to a combined maximum of \$5	00 per member per calendar year
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered - 100%*, one per calendar year	Not covered
Gynecological Exam	Covered - 100%*, one per calendar year	Not covered
Pap Smear Screening - laboratory and pathology services	Covered = 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered - 100%*	Not covered
	6 visits, birth through 12 months	Not covered
	6 visits, 13 months through 23 months	
	2 visits, 24 months through 35 months	
	• 2 visits, 36 months through 47 months	·
Immunizations	• 1 visit per birth year, 48 months through age 15 Covered – 100%*, up through age 16	Notes
Fecal Occult Blood Screening	Covered - 100%*, one per calendar year	Not covered Not covered
Flexible Sigmoidoscopy Exam	Covered + 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered - 100%*, one per calendar year	Not covered
Mammography	, ,	1100 0010100
Mammography Screening	Covered - 100%	[O
		Covered - 80% after deductible ar, no age restrictions
Physician Office Services	One per cateridat ye	ar, no age restrictions
Office Visits	Course d #10	
Table Table	Covered - \$10 copay	Covered - 80% after deductible, must be
Outpatient and Home Visits	Covered - 100%	medically necessary Covered - 80% after deductible, must be
	2010104 10070	medically necessary
Office Consultations	Covered - \$10 copay	Covered - 80% after deductible, must be
Urgent Care Visits	Covered - \$10 copay	medically necessary Covered - 80% after deductible, must be
Emergency Medical Care		medically necessary
Hospital Emergency Room	Covered - \$50 copay, waived if admitted or for an	Coursed 850
	accidental injury	Covered - \$50 copay, waived if admitted or for an accidental injury
Ambulance Services - medically necessary	Covered - 100%	Covered - 100%
Diagnostic Services		
Laboratory and Pathology Services	Covered - 100%	Covered - 80% after deductible
Diagnostic Tests and X-rays	Covered - 100%	Covered - 80% after deductible
Therapeutic Radiology	Covered - 100%	Covered – 80% after deductible
Maternity Services Provided by a Physician		Covered Covered activities
Prenatal and Postnatal Care	Covered - 100%	Covered - 80% after deductible
	Includes care provided by a co	ertified nurse midwife
Delivery and Nursery Care	Covered - 100%	Covered - 80% after deductible
	Includes delivery provided	by a certified nurse midwife
Hospital Care		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered - 80% after deductible
Note: Nonemergency services must be rendered in a participating hospital	Unlimit	ed days
npatient Consultations	Covered 100%	
Chemotherapy	Covered - 100% Covered - 100%	Covered - 80% after deductible
	CO + G1 CO - 100 70	Covered - 80% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100%	Covered - 100%
Iospice Care	Up to 120 days p	
toshioe Care	Covered - 100%	Covered - 100%
Tome Health Care	Limited to dollar maximum w	
	Covereu - 100%	Covered - 100%

Surgical Services

Covered - 100%	Covered - 80% after deductible
Covered - 100%	Covered - 80% after deductible
Covered - 100%	Covered - in designated facilities only
Up	to \$1 million maximum per transplant type
Covered - 100%	Covered – 80% after deductible
Covered - 100%	Covered - 80% after deductible
	Covered - 100%

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered - 80%	Covered - 80% after deductible
		Unlimited days
Inpatient Substance Abuse Treatment	Covered - 50%	Covered - 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care		
Facility and Clinic	Covered - 80%	Covered - 80%
Physician's Office	Covered - 80%	Covered - 80% after deductible
Outpatient Substance Abuse Treatment - in approved	Covered - 50%	Covered - 50%
facilities	Up to the state-dollar amount which is adjusted annually	

Other Services

Other Services			
Outpatient Diabetes Management Program (ODMP)	Covered - 100%	Covered - 80% after deductible	
Allergy Testing and Therapy	Covered - 100%	Covered - 80% after deductible	
Chiropractic Spinal Manipulation	Covered - 100%	Covered - 80% after deductible	
		Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy			
Facility and Clinic	Covered - 100%	Covered 100%	
 Physician's Office – excludes speech and 	Covered - 100%	Covered - 80% after deductible	
occupational therapy	A combined 60-visit maximum per calendar year for physical therapy in the outpatient		
		nent of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered - 100%	Covered - 100%	
Prosthetic and Orthotic Appliances	Covered - 100%	Covered - 100%	
Private Duty Nursing	Covered - 50%	Covered – 50%	

Deductible, Copays and Dollar Maximums

Note: If you receive care from a monparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's ch

Deductible	None \$250 per member, \$500 family per calendar year		
Copays		esse per member, asoe laming per calendar year	
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits	
Percent Copays	50% for substance abuse treatment and private duty nursing 20% for general services and 50% for substance abuse treatment and private duty nursing Note: Services without a network are continued in the substance abuse treatment and private duty nursing treatme		
Copay Dollar Maximums			
Fixed Dollar Copays	None	None	
 Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays 	Not applicable	\$2,000 per member, \$4,000 per family per calendar year	
Dollar Maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services		
Optional Riders			
Rider CB-MHP 20%, Mental Health Parity	Decreases copay to 20% for mental health care services provided by network and non-network providers. Eliminates annual and lifetime maximums for mental health care. Note: The separate annual and lifetime maximums still apply to substance abuse treatment.		



A nonprofit corporation and at independent licensee of the Blue Cross and Blue Shield Association

Blue Preferred RxSM Prescription Drug Coverage with \$10 Generic/\$20 Brand Name Fixed Dollar Copay Benefits-at-a-Glance Center Line Public Schools #67847-

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

Network Pharmacy

Non-Network Pharmacy

Covered Services

Federal Legend Drugs	Covered - 100% less plan copay	Covered - 75% less plan copay
State-controlled Drugs	Covered - 100% less plan copay	Covered - 75% less plan copay
Disposable Needles and Syringes – dispensed with insulin	Covered - 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of medication by mail from Medco	Covered - 100% less plan copay	No coverage

Copavs

copajo		
Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$20 for each brand name drug	\$20 for each brand name drug
Out-of-Network Copay	Copay not applicable	25% of the BCBSM approved amount for the drug plus applicable copay
Mail Order (Home Delivery) Prescription Drugs	Copay for up to a 90 day supply: \$10 for each generic drug; \$20 for each brand name drug	No coverage



ACE American Insurance Company 436 Walnut Street Philadelphia, PA 19106



National Vision Administrators, L.L.C. Summary of Vision Care Benefits For Center Line Public Schools

National Vision Administrators, L.L.C. has been contracted by your employer to offer a comprehensive vision care insurance plan to you and your family.

Founded in 1979, National Vision Administrators, L.L.C. (NVA), manages vision benefit services to over 5 million covered lives nationally. Our corporate headquarters is located in Clifton, New Jersev.

NVA employs knowledgeable and friendly Customer Service Representatives. The hours of operation are 8:00 a.m. - 6:00 p.m. (EST), Monday - Friday, and 8:30 a.m. - 5 p.m. (EST) Saturday at 1-800-672-7723. NVA Network Providers have the option of using the Interactive Voice Response (IVR) System to verify patient eligibility data any time of the day or night, 7 days per week.

You can locate a provider near your home using our website: www.e-nva.com

Discounts on TLC Laser/PRK Surgery

National Vision Administrators, L.L.C., TLC Laser Eye Centers and several other respected Laser Surgery centers have joined forces to provide all NVA members with a valuable discount package to obtain Laser or PRK eye surgeries at over 60 refractive centers in 28 states. NVA members are entitled discounts off the customary surgery fees. Please contact the participating Laser Surgery provider for details.

This document is intended for product overview only and is not a certified document of the individual plan parameters.

COVERED BENEFITS: PARTICIPATING PROVIDERS

Highlights of the vision care benefit provided are:

- > The option of receiving services in- or out-of-network.
- . > Over 23,000 Participating Providers nationwide.
- > Enhanced in-network benefits: 100% covered Vision Examination 100% covered standard eyeglass lenses Retail Frame Allowance covers many fashionable frames in full. Retail Allowance toward Contact Lenses and Fitting Fees
- ➤ No claim forms. Our Participating Providers file your claims with NVA directly. If you obtain services from a Non-Participating provider, submit your itemized receipt directly to NVA to receive your reimbursement.

EXAMINATIONS:

A comprehensive exam is covered which includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, and tonometry (glaucoma test). Consistent eye examinations can aid in the early detection of ocular diseases such as cataracts or glaucoma, and other serious medical conditions such as diabetes and cardiovascular conditions.

LENSES:

NVA provides coverage in full for standard eyeglass lenses, glass or plastic, any size. Lens Options not listed on the fixed pricing list will be priced by NVA providers at their U&C fee (retail).

Any amount in excess of plan retail frame allowance is the cardholder's responsibility. Frame choices may vary from office to office.

CONTACT LENSES:

Contact lenses are covered in lieu of all other materials benefits (unless otherwise specified in policy). Additional professional services related to contact lenses (also known as Fitting Fees) are covered under the Contact Lens Allowance. The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses.

COVERED BENEFITS: NON-PARTICIPATING PROVIDERS

If a non-participating provider is utilized you will be responsible for one hundred percent (100%) of the cost at the time of service. Reimbursement will be made directly to you from NVA. You must simply submit a copy of the itemized receipt along with a letter containing your name, member's identification number or a photocopy of your identification card to NVA at the following address:

NATIONAL VISION ADMINISTRATORS, L.L.C.
P.O. Box 2187
CLIFTON, NJ 07015

Remember, obtaining vision care services from a non-participating provider will result in greater out of pocket expense.

EXCLUSIONS / LIMITATIONS: No payment is made for:

Medical or surgical treatments / drugs or medications / non-prescription lenses / two pair of glasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or worker's compensation / examination, procedures training or materials not listed as a covered service / industrial 3mm safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

Participating Providers are not contractually obligated to offer sale prices in addition to insurance coverage.

Regardless of medical or optical necessity, proposed vision benefits are not available more frequently than specified in the policy.

SCHEDULE OF VISION BENEFITS

	Participating) + E	A Non Panielizatine de la companie d
Plan Year Copay	None	None (Reimbursed Amounts)
Examination Once Every 12 Months	Covered 100%	Up to \$45
Lenses: Once Every 12 Months	Standard Glass or Plastic	
Single Vision Bifocal	Covered 100% Covered 100%	Up to \$56 Up to 90
Trifocal Lenticular Limitations Apply	Covered 100% Covered 100%	Up to \$110 Up to \$128.
Lens Options: Scratch Coating Tints UV Coating	Covered 100% Covered 100% Covered 100%	Not Covered Not Covered Not Covered
Frame Once Every 12 Months	Up to \$130 Retail Allowance	Up to \$55
Contact Lenses: Once Every 12 Months	(In lieu of Lenses/Frame)	(In lieu of Lenses/Frame)
Elective Contact Lenses Medically Necessary*	Up to \$150 Retail© Up to \$210	Up to \$150 Up to \$210

^{*} With pre-approval from NVA.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below.

Anti-Reflective	\$40
Glass Photogrey (Single Vision)	\$20
Glass Photogrey (Multi-Focal)	\$30
Progressive Standard Lenses	\$50
Transitions Single Vision Standard	\$65
Transitions Multi-Focal Standard	\$70
Polycarbonate (Single Vision)	\$25
Polycarbonate (Multi-Focal)	\$30
Blended Segment	\$30
Polarized	\$75
High Index	\$55
Glare Resistant	\$35
Plastic Photogrey	\$40

Lans Options not listed above will be priced by NVA providers at their U&C fee (r 1).



CENTER LINE PUBLIC SCHOOLS Dental Benefits Plan SECRETARIAL

The Plan-at-a-Glance

Annual Maximum Lifetime Maximum

Maximum Benefits

\$ 1,000 per eligible individual for covered class I, II and III services.

\$ 800 per eligible individual for covered class IV services

**Per Calendar Year

Cettichbies

None

Class Exeventive Sewices 4509/

Oral Examinations Bitewing X-Rays Prophylaxis (Cleaning) Topical Application of Fluoride

Full-Mouth Series or Panoramic X-Rays

Space Maintainers

Twice per calendar year Twice per calendar year Twice per calendar year

Once per 36 months

Once per quadrant (posterior primary teeth) per lifetime

Class (Regionative Services = 50)

Composite and Amalgam fillings Pre-Fabricated Stainless Steel Crowns

Pulpotomy

Root Canal Therapy Inlays, Onlays, Crowns*** Periodontal Root Planing Oral Surgery and Extractions General Anesthesia or IV Sedation

Periodontal Surgery

Recement Inlay, Onlay, Crown and Bridge

Denture Repair and Adjustment

Tissue Conditioning

Denture Reline or Rebase

Emergency Palliative Treatment

Once per tooth surface per 12 months Once per primary tooth, up to age 19 Once per primary tooth, up to age 19

One in a one-year period, based on tooth number billed

Once per tooth in 36 months, age 12 and older

Once per quadrant per 12 months

Including post-operative care

Medically necessary and with covered oral surgery

Once per quadrant per 36 months

Three within 12 months

Two per contract year

Once per 36 months, per arch

Non-definitive minor treatment to alleviate pain

***Composite Resin restorations and porcelain crown restorations are not covered services for posterior teeth Class III Major Services = 50% to see

Complete and Partial Removable Dentures

Fixed Partial Dentures (Bridges) Addition of Teeth to Partial Dentures Once per 36 months, per arch

***Composite Resin restorations and porcelain crown restorations are not covered services for posterior teeth Class V Orthodonic Services 50%:

Limited and Interceptive Treatment Comprehensive Treatment

Removable and Fixed Appliance Therapy, up to age 19

Fixed Appliance Therapy, up to age 19

**Note - 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. Quotes of benefits does not constitute a guarantee of payment, covered benefits may have limitations and/or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation

APPENDIX "D"

Special Pay Plan

The VALIC Special Pay Plan benefits both your organization and your employees by taking advantage of powerful tax islation enacted especially for employees of tax-exempt organizations.

From your perspective as a plan sponsor, the Special Pay Plan will help you reduce payroll taxes on your contributions to the plan. Another attractive feature of the plan is that you may pre-fund special pay obligations over your employees' careers. In this way, if you choose to do so, you may build a reserve to help offset the eventual payout to employees at retirement or termination of employment.

Employees may invest unused sick, annual-leave, vacation pay or other forms of special pay. The plan helps your employees defer taxes on contributions to the plan, and permanently saves any Social Security and Medicare taxes on contributions to the plan.

Plan features

- Employers and employees each permanently save the 6.2% of Social Security taxes on Special Pay Plan contributions
- Employers and employees each permanently save the 1.45% of Medicare taxes on Special Pay Plan contributions.
- Employees with accumulated sick, annual-leave and vacation pay, as well as other eligible forms of "Special Pay" are required to participate in this plan.
- Maximum employer contribution for 401(a) and 403(b) plans is 100% of adjusted compensation up to \$45,000 in 2007, and maximum contribution for 457(b) plans is 100% of includible compensation up to \$15,500 in 2007.
- New guidelines published by the IRS require 401(a) plans to have continued and substantial ongoing deposits.
- Employees are immediately 100% vested in all contributions to the plan.
- Employees may manage their own investment plan and portfolio.
- No federal tax penalty applies to withdrawais from 401(a) or 403(b) plans by employees age 55 or older upon termination of employment. No federal tax penalty applies to 457(b) plan withdrawals at any age at termination of employment.*
- In many cases, participants in the Special Pay Plan may also contribute as much as the law allows to their employer's other tax-qualified plans.
- Income taxes on contributions are deferred until withdrawal or annuity payout begins, usually at retirement.¹
- VALIC's Portfolio Director Fixed and Variable Annuity is the investment vehicle. Portfolio Director requires a minimum \$50,000 annual plan contribution.
- Contributions may be made to a 403(b) plan for up to five years following an employee's separation from service.
- Participant account balances are updated daily, and accounts may be accessed on the Web or by an automated, toll-free telephone system.

*An employee who requests a withdrawal of funds and is not at least age 55 at the end of the last day of the calendar year of the withdrawal, will be assessed an additional 10% tax by the IRS for these funds.

Product features and advantages

Portfolio Director Special Pay program features and advantages include:

- Pre-tax contributions¹
- Tax-deferred growth¹
- Broad array of variable investment options
- Fixed option with competitive interest rate
- No account maintenance fees²
- Employer and employee statements
- No charge for transfers among investment options
- No surrender charges²
- Multiple retirement income options
- Default for initial deposits is the Short Term Fixed Account

CENTER LINE PUBLIC SCHOOLS 2007 - 2008 SCHOOL CALENDAR - Revised

	AUGUST				
Mon	Tues	Wed	Thur	Fri	
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6	7	8	9	10	
13	14	15	16	17	
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27	28		30		

SEPTEMBER					
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OCTOBER				
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NOVEMBER				
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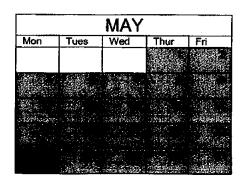
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CENTER LINE PUBLIC SCHOOLS 2008 - 2009 SCHOOL CALENDAR

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Instruction

■ In-Service ■ Vacation ■ Records Day

CENTER LINE PUBLIC SCHOOLS Macomb County, Michigan

LETTER OF AGREEMENT between Center Line Public Schools and the

American Federation of State, County, and Municipal Employees Local 3154, AFL-CIO of Metropolitan Council No. 25

The Center Line Board of Education and AFSCME - Local 3154 hereby agree to the following Letter of Agreement. Article XII., Item M. "Volunteers" and Article XVIII., "Subcontracting", shall be deleted from our Master Agreement.

The parties shall agree to reinstate original language if this <u>legislation</u> does <u>not</u> become effective.

FOR CENTER LINE PUBLIC SCHOOLS: FOR AFSCME/LOCAL 3154:

Arthur A. Napolitan
Assistant Superintendent for
Administrative Services

12 - 5- 1994

)

(Date)

Shirley Beaudoin

President, Local 3154

(Date)

CENTER LINE PUBLIC SCHOOLS Macomb County, Michigan

LETTER OF AGREEMENT between Center Line Public Schools and the

American Federation of State, County, and Municipal Employees Local 3154, AFL-CIO of Metropolitan Council No. 25

The Center Line Board of Education and AFSCME - Local 3154 hereby agree to the following Letter of Agreement.

Local 3154 acknowledges that it is the responsibility of the school district to determine the necessary qualifications for specific job assignments.

When the school district determines changes are necessary for a job description, a committee of not more than three (3) members of Local 3154 will be given the opportunity to meet with the Administration.

Grandfather present employees in current position.

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FOR CENTER LINE PUBLIC SCHOOLS:	FOR AFSCME/LOCAL 3154:
arthur a napolitan	Sterley Beautoin
Arthur A. Napolitan	Shirley Beaudoin President, Local 3154
Assistant Superintendent for Administrative Services	President, Local 3154
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LETTER OF AGREEMENT Between CENTER LINE PUBLIC SCHOOLS And AFSCME LOCAL 3154, COUNCIL 25, AFL-CIO

The parties agree to meet and discuss a new classification, qualifications and wages for Local 3154 members affected by the "No Child Left Behind Act" prior to the act being fully implemented in January of 2006.

Kor the Board of Education

7-12-04

Date

For the Union

7-6-04

Date

LETTER OF AGREEMENT Between CENTER LINE PUBLIC SCHOOLS And MICHIGAN AFSCME COUNCIL 25 AND LOCAL 3154, AFL-CIO

The contract will be available to all bargaining unit members via the District-wide intranet. Each bargaining unit member will be able to print a copy using District computers and printers. Hard copies of the master agreement will be provided to the Local Executive Board and Michigan AFSCME Council 25. Placement for this language will be in Article XXIV Miscellaneous #3.

FOR THE BOARD

5-23-07

DATE

FOR THE UNION

5/23/07

DATE

ADDENDUM TO THE LETTER OF AGREEMENT Date 7-6-04 Between CENTER LINE PUBLIC SCHOOLS And AFSCME LOCAL 3154, COUNCIL 25, AFL-CIO

Parties agree that a stipend of \$250 will be paid to all active paraprofessionals and aides who attained the qualifications required by the No Child Left Behind Act on or before January 1, 2007. The stipend will be released with the last payroll in June of 2007.

For the Board of Education

5/22-67

Date

For the Union

5/23/07

Date

CLARIFICATION TO NCLB COUNTER TO PROPOSAL Between CENTER LINE PUBLIC SCHOOLS And AFSCME LOCAL 3154, COUNCIL 25, AFL-CIO

It is further agreed that because of the No Child Left Behind Act, highly qualified has become a condition of employment and the district will maintain support of the initial cost of examinations. In order to maintain the status of highly qualified the district will schedule additional days for the purpose of staff development.

For the Board of Education

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Date

For the Union

5/23/07

Date

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LETTER OF AGREEMENT Between CENTER LINE PUBLIC SCHOOLS And MICHIGAN AFSCME COUNCIL 25 AND LOCAL 3154, AFL-CIO

The parties agree to form a committee comprised of equal numbers from both administration and the union for the purpose of re-formatting and updating the current master agreement prior to distribution to the membership.

Furthermore, the parties agree that no substantive changes will be made to the current agreement.

FOR THE BOARD

5/23/11

DATE

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FOR THE UNION

5/23/07

DATE