# 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

2013-2014

2014-2015

2015-2016

2016-2017

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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 20<sup>th</sup> day of March 2013, 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:

## **ARTICLE I - Definitions**

**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 Schools 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.

## 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**

## Union Security

- 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.
- E. The parties understand that the Agency Shop provisions contained herein will extend until the expiration of this agreement in 2017.

## 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 Board of Education 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 directly to Michigan AFSCME Council 25, 1034 N. Washington Avenue, Lansing, MI 48096 and a list for whom dues or service charges have been deducted shall be sent to the designated financial officers of the Local Union 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 as a result of retirement, resignation, or termination. 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 retirement, resignation, or 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.
- 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**

- 1. 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**

- 1. 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.
- 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**

- 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.
- 2. 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.
- 3. 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.
- 5. An employee may be accompanied or represented by a Union Representative in all steps.

## A. Step I

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  $I_r$ , 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.

#### 6. Miscellaneous

- 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.
  - 2. 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:
    - 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
- 2. 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

- 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.

## Probationary Employees

- A. All newly-hired employees shall serve a sixty (60) 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 quits.
- 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.

## 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.
- 3. <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. Qualified: 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.

- B. The intent of this layoff procedure is to insure that, insofar as possible, the most senior employee will be retained when the implementation has been completed. The procedure outlined in Article XII, Paragraph G., will be utilized to protect days/hours and wages so that the individual will receive the minimum financial loss possible.
- C. Employees may bump only to positions for which they are qualified. At no time will employees who bump, gain in days/hours and/or wages. All bumping will be lateral or a downward movement.
- 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.
  - 3. Probationary employees, by district-wide seniority.
  - 4. The aforementioned employees will be laid off before any regular employees are displaced or laid off.
- F. The reduction in work force shall continue in the following order:
  - 1. Regular employees, by district-wide seniority.
  - 2. When a regular employee bumps into a part-time position, they may use their district-wide seniority to bump or displace any employee with less district-wide seniority.
- G. Employees affected by a layoff or a reduction in work hours will bump:
  - 1. An employee in the same Category/Classification with less seniority for which the individual is qualified.
  - 2. An employee with less seniority in the next lower Category/Classification for which the individual is qualified and so forth until the employee has secured a position.
- 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:
  - 1. 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 pay for any unused

vacation time 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 seniority earned prior to layoff 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 parties established a procedure, which is attached to this agreement.
- 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)

## 2. Recall

- 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, after the new position is posted to the bargaining unit, or to allow a displaced employee to be placed in a position, the following procedure will be followed:
  - 1. The affected employees will be given notice to a recall meeting, if one is necessary. The notice will be given at least ten (10) working days prior to the meeting.
  - 2. Based upon seniority, qualified employees may bid on the available position within their Category/Classification Group at the time of initial layoff.
  - 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.
  - 4. 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. An employee who fails to return to work upon recall to his/her former position will lose seniority rights.
- E. 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.
- F. 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.

## **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.

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.

- Within five (5) working days after a vacancy exists, and the secretarial bargaining unit has no laidoff 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. Applicants will be required to complete the application process using the District's online application system.

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 will be required to complete the application process using the District's online application system. 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 or upon completion of the interview/selection process. Interviews and/or selections shall be completed within thirty (30) working days of the end of posting.
- 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

- 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 twenty (20) working days.

## 4. Trial Periods

- A. Employees awarded a position through the above shall serve a twenty (20) 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 twenty (20) 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.

## 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

- 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.
- 2. 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 one-half 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.
- 6. 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

- Personal Leave Days shall be earned at a rate of one (1) day per month for all employees.
   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 below.
  - 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.
  - e. 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.
  - f. 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.

- 2. Personal leave will be prorated for those employees working less than twelve (12) months.
- 3. 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 above. Absences occurring after accumulated personal leave days have been used will be considered as absence without pay.
- 4. 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.
- 5. 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

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

- 1. 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.
- 2. 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.
- 5. Employees with up to five (5) years of service to the district will not be able to withdraw days from the Sick Leave Bank until all but ten (10) days of his/her accumulated sick days are depleted. Employees with five (5) years or more service to the district will not be able to withdraw days from the Sick Leave Bank until all but twenty (20) of his/her accumulated sick leave days are depleted.
- 6. A maximum of twenty (20) days in a twelve-month period can be drawn by one individual from the bank.
- 7. 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

- 1. 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.
- 2. 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

- 1. 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.
- 2. 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.
- 2. 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.
- 6. 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.
- 11. 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

- 1. 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.
- 2. 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.
- 6. 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.

- 2. 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.
- 4. Employees on Consent Leave of Absence extending beyond six (6) months will participate in the next bidding session when a vacancy occurs.
- 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.
- Non-compensable leave may not exceed one year. Extensions may be renewed for an additional year.

## D. FAMILY AND MEDICAL LEAVE ACT (FMLA)

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 Human Resources Department. 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 Year	2 - 3 <u>Years</u>	4 - 5 Years	6-7-8-9 <u>Years</u>	10+ Years
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
45	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:

First Full Year	. 5 Days
2 - 5 Years	10 Days
6+ Years	15 Days

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:

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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
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- 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>	VII		
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.
- 7. 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.
- 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**

 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 taken on non-scheduled work days.

CATEGORY C employees receive the same holidays as CATEGORY B.

- 2. 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.
- 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.
- 4. **CATEGORY D** employees will receive holiday pay for 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 (2) additional days to taken on non-scheduled work days.
- 5. **CATEGORY E** employees will receive holiday pay for 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 (2) additional days to be taken on on-scheduled work days.
- 6. 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 Day, Friday after Thanksgiving, the day before Christmas, Christmas Day, and three (3) additional days to be worked out cooperatively during the school year.
- 7. 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.
- Employees who work less than 260 days will only be able to take extra holidays on non-scheduled work days.

#### **ARTICLE XXI - Retirement**

1. 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 Leave Days:	% of Base Salary Receivedat retirement:
25 - 37	10
38 - 50	15
51 - 63	20
64 - 76	25
77 - 89	30
90-102	35
103-115	40
116-128	45
129-131	50
132-144	55
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.
- 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**

1. Health Insurance: The Board of Education will provide employees in Categories A, B, and C with a Blue Cross/Blue Shield Community Blue I PPO plan through December 31, 2013. Employees electing single coverage will contribute \$600.00 annually in premium co-pay. Employees electing couple or family coverage will contribute \$1,000.00 annually in premium co-pay. The PPO plan will require an annual \$250/\$500 employee paid deductible (January – December). The PPO plan will include unlimited preventative care and commensurate Mental Health benefits. Prescription coverage will provide for a \$10.00 Rx co-payment for generic drugs and a \$40.00 Rx co-payment for non-generic drugs with a Mandatory MAC rider. Covered employees 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.

Effective January 1, 2014 the Board of Education will provide Blue Cross Blue Shield Simply Blue PPO HAS plan. The Simply Blue plan will include a \$1,250/\$2,500 deductible with \$10 generic and \$60 brand-name prescription drug plan co-payment after deductible is met. Mail order prescription with a 90-day supply will be at a cost of two (2) co-pays.

The Board of Education will fund each eligible employee's Health Saving Account (HSA) as follows:

January 1, 2	2014	January 1, 2015	
Single	\$1,000	Single \$ 2	250
2-person	\$1,250	2-person \$ 1,	250
Full Family	\$2,000	Full Family \$	500

- 2. <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.
- 3. <u>Optical Insurance</u>: The Board will provide coverage comparable to National Vision Administrators (NVA) as provided for in Appendix B family optical insurance for all employees
- 4. <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**

<u>P</u>	ay Class	Days	Hrs. Per Day
Category Group A – 13 Paid Holidays			
Head Bookkeeper	I	260	7
Head Payroll Clerk	I	260	7
Food Service Secretary	II	260	7
Business Office Support Clerk	III	260	7
Central Office Support Clerk	III	260	7 7 7 7
ECC Secretary/Testing & Data Support	III	260	
Maintenance/Garage	III	260	7
Special Projects Secretary			
/Accounts Receivable & Insurance	III	260	7
Category Group B – 11 Paid Holidays			
High School Principal Secretary	II	230	7.5
Middle School Principal Secretary	II	230	7.5
H.S. Assistant Principal Secretary	III	225	7
H.S. Ass't. Prin./Ath. Director Secretary	III	225	7
Elementary Principal Secretary	III	215	7
Special Education Secretary	III	215	7
Counseling Secretary	III	210	7
Middle School Clerk	IV	206	7
Attendance Clerk	IV	196	7
Category Group C – 11 Paid Holidays			
Media Clerk	V	206	6.5
Media Technician	V	197***	6.5
Category Group D – 11 Paid Holidays			
Bookstore Clerk	IV	211	5+
Elementary Clerk	IV	206	6
		200	· ·
Category Group E – 11 Paid Holidays			
Paraprofessionals	VI	192***	**
Central Office Aide	VII	215	5
Teacher/Building Aides	VII	192*	**

Days = Total number of days including paid holidays

<sup>\*</sup> coordinates with student calendar \*\* varies with position \*\*\* coordinates with teacher calendar

The following positions were vacant on March 28, 2011. If the district reinstates these positions or similar positions, the parties acknowledge that the positions have a community of interest with members of AFSCME Local 3154. This applies to any/all jobs held by Local 3154 members that may be vacated in the future.

**ARTICLE XXIII - Classifications and Salary Schedules** 

	Pay Class	Days	Hrs. Per Day
Category Group A – 13 Paid Holidays			
Secretary to Assistant			
Superintendent of Instruction	I	260	7
Accounting/Bkkg. Clerk	III	260	7
Payroll Clerk	III	260	7
Director of Technology Secretary	III	260	7
Category Group B – 11 Paid Holidays			
M.S. Assistant Principal Secretary	III	215	7
Special Projects Secretary	III	238	7
Category Group D – 11 Paid Holidays			
Counseling Clerk	IV	206	7
Health & Support Services Clerk	IV	211	5
High School Clerk	IV	206	7
Learning Consultant Clerk	IV	196	5
Receptionist	IV	238	7
Special Education Clerk	IV	196	3
E.C.C. Clerk	IV	207	5 7 5 7 3 7
Counseling Records Clerk	IV	207	7

Days = Total number of days including paid holidays

## 2. Salary Schedules

## A. Salary Schedule for 2013 - 2014

1. For employees hired prior to July 1, 2011 0.5% pay increase

July 1, 2013 - June 30, 2014									
				Pay Steps		NO. 10 HACK STATEMENT			
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
Class I	19.05	20.03	20.82	21.78	22.52	23.60	24.25		
Class II	17.44	18.58	19.33	20.21	21.08	22.26	22.87		
Class III	16.46	17.44	18.23	19.01	19.56	20.46	21.01		
Class IV	15.31	16.10	17.04	17.81	19.01	19.96	20.49		
Class V	14.44	15.31	16.10	17.44	18.14	19.18	19.69		
Class VI	13.14	13.46	13.76	14.82	15.77	16.68	17.11		
Class VII	11.78	12.03	12.29	13.20	14.06	14.86	15.28		

Note: 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.

2. For employees hired on or after July 1, 2011 0.5% pay increase

July 1, 2013 - June 30, 2014									
		Po. 2		Pay Steps					
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
Class I	17.14	18.03	18.73	19.60	20.27	21.25	21.83		
Class II	15.70	16.73	17.40	18.19	18.97	20.03	20.58		
Class III	14.82	15.70	16.41	17.11	17.61	18.42	18.91		
Class IV	13.78	14.49	15.34	16.03	17.11	17.96	18.44		
Class V	13.00	13.78	14.49	15.70	16.33	17.26	17.72		
Class VI	11.83	12.12	12.38	13.34	14.19	15.01	15.40		
Class VII	10.60	10.83	11.06	11.88	12.65	13.37	13.75		

- B. Salary Schedules for July 1, 2014, July 1, 2015, July 1, 2016 to be determined with Wage Openers.
- 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:
  - 1. 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.
- 3. 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.
  - 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 - Health Care Cost Containment

The Union and the Board of Education agree to form a Healthcare Cost Containment Committee made up of an equal number of members from the Union and the Board of Education or designees, which will review and agree to future cost containment programs to cover both active employees and future retirees during the term of this Agreement.

Said cost containment programs shall not diminish the level of benefits provided in the basic plans. The parties are committed to investigate programs, which will reduce costs. Programs to be considered would include alternative health care providers, additional cost containment programs and alternative traditional plans.

Any program(s) agreed to by the parties will be implemented during the term of the agreement subject to ratification of the membership.

## **ARTICLE XXVII - New Employee Orientation**

In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

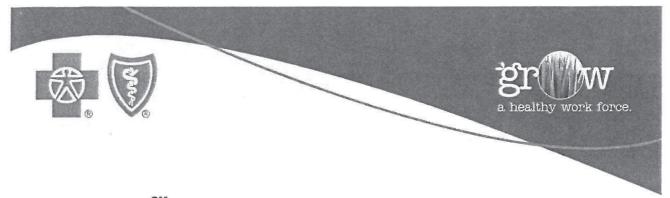
## **ARTICLE XXVIII - Savings Clause**

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.

## **ARTICLE XXIX - Amendments and Termination**

This agreement shall commence July 1, 2013 and shall continue in full force and effect until June 30, 2017. 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, 2017. 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
Darrell Vickers, President, Board of Education	Tina Dodd, President, Local 3154
	Freu Surren
Kareń Pietrzyk, Vice President Board of Education	Kathie Sherrill, Staff Representative MI AFSCME Council #25
Witness	Witness



## Community Blue<sup>SM</sup> PPO – Non standard PPO Benefits-at-a-Glance Centerline Public Schools

Effective for groups on their plan year beginning on or after September 23, 2010 or January 1, 2011

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

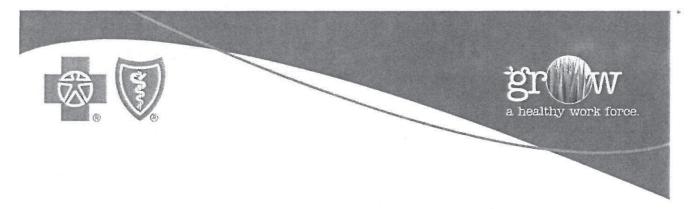
## In-network

## Out-of-network \*

## Member's responsibility (deductibles, copays and dollar maximums)

Deductibles	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year.	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
	Note: Deductible may be waived if service is performed in a PPO physician's office	Note: Out-of-network deductible amounts also apply toward the in-deductible.
Fixed dollar copays	\$10 copay for office visits     \$50 copay for emergency room visits	\$50 copay for emergency room visits
Percent copays  Note: Copays apply once the deductible has been met.	50% of approved amount for private duty nursing	50% of approved amount for private duty nursing     20% of approved amount for most other covered services
	See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays  Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
Lifetime dollar maximum	No	ne

<sup>\*</sup> Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BSBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



#### In-network

## Out-of-network \*

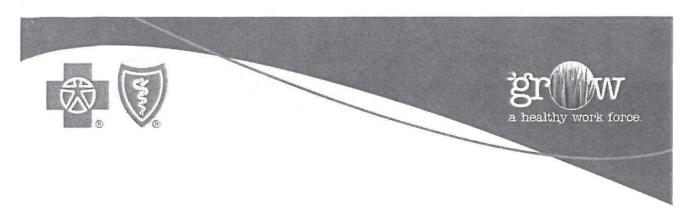
## Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay)  6 visits, birth through 12 months  6 visits, 13 months through 23 months  6 visits, 24 months through 35 months  2 visits, 36 months through 47 months  Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay), one per member per calendar year	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay)  Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.  One per member per	80% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy routine or medically necessary	100% for the first billed colonoscopy (no deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay.  One per member per	80% after out-of-network deductible

#### Physician office services

Office visits	\$10 copay per office visit	80% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	100% after in-network deductible	80% after out-of-network deductible, must be medically necessary
Office consultations	\$10 copay per office visit	80% after out-of-network deductible, must be medically necessary
Urgent care visits	\$10 copay per office visit	80% after out-of-network deductible, must be medically necessary

<sup>\*</sup> Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BSBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



## In-network

## Out-of-network \*

-morganev	medical	care
Emergency	IIICUICUI	VUIL

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	100% (no deductible or copay)	100% (no deductible or copay)

## Diagnostic services

Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

## Maternity services provided by a physician

Prenatal and postnatal care	100% (no deductible or copay)	80% after out-of-network deductible
	Includes covered services pr	ovided by a certified nurse midw ife
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible
	Includes covered services pr	ovided by a certified nurse midwife

## Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies  Note: Nonemergency services must be rendered in a participating hospital.	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

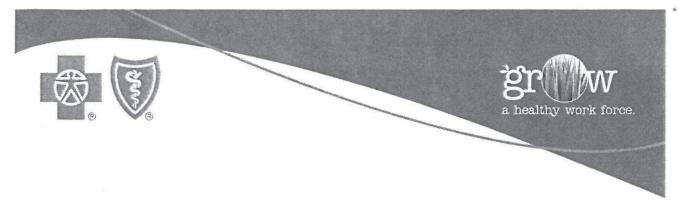
## Alternatives to hospital care

Skilled nursing care - must be in a participating skilled	100% after in-network deductible	100 after in-network deductible
nursing facility	Limited to a maximum of 120 of	days per member per calendar year
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospic services; when elected, four 90-day periods – provided throug participating hospice program only; limited to dollar maximum to reviewed and adjusted periodically (after reaching dollar maximum to member transitions into individual case management)	
Home health care – must be medically necessary and provided by a <b>participating</b> home health care agency	100% after in-network deductible	100% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	100% after in-network deductible	100% after in-network deductible

## Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100 after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	80% after out-of-network deductible
Voluntary sterilization	100% after in-network deductible	80% after out-of-network deductible

<sup>\*</sup> Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BSB SM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



#### In-network

## Out-of-network \*

#### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities <b>only</b>
Bone marrow transplants –when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

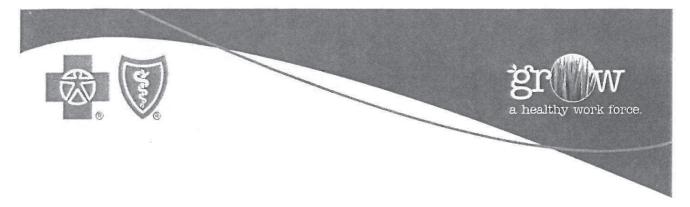
#### Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care		
Facility and clinic	100% after in-network deductible	100% (no deductible or copay), in participating facilities only
Physician's office	100% after in-network deductible **	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	100% after in-network deductible **	100% (no deductible or copay)

<sup>\*\*</sup> Effective 1/1/2011, mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.

<sup>\*</sup> Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BSBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



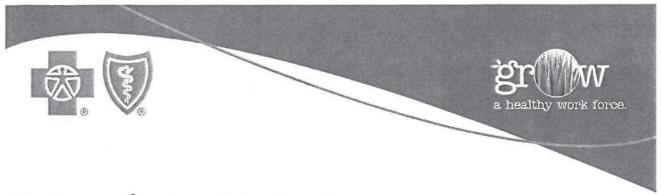
### In-network

### Out-of-network \*

### Other covered services

Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible			
Allergy testing and therapy	100% (no deductible or copay)	80% after out-of-network deductible			
Chiropractic manipulation treatment and	\$10 copay per office visit	80% after out-of-network deductible			
osteopathic manipulation treatment	Limited to a com bine d maximum of 24 visits per member per calendar year				
Outpatient physical, speech and occupational therapy – provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible  Note: Services at nonparticipating outpatient physical therapy facilities are not covered.			
	Limited to a <b>com bine d</b> maximum of 60 visits per member per calendar year				
Durable medical equipment	100% after in-network deductible	100% (no deductible or copay)			
Prosthetic and orthotic appliances	100% after in-network deductible	100% (no deductible or copay)			
Private duty nursing	50% after in-network deductible	50% (no deductible)			

<sup>\*</sup> Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BSB SM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



### Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage with \$10 Generic /\$40 Brand Name Fixed Dollar Copay Benefits-at-a-Glance Center Line Public Schools

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Specialty Drugs – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrei® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

### **Network pharmacy**

### Non-network pharmacy

### Member's responsibility (copays)

**Note:** If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber did not write "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allow able cost for the generic *plus* the applicable copay.

Generic prescription drugs	\$10 copay	\$10 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM	\$10 copay	\$10 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.		
Brand name prescription drugs	\$40 copay	\$40 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 30 day supply:  • \$10 copay for each generic drug  • \$40 copay for each brand name drug	No coverage
	Copay for a 31 to 90 day supply:  \$10 copay for each generic drug  \$40 copay for each brand name drug	

### Covered services

FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes — when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs — up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.





### Features of your prescription drug plan

Drug interchange and generic copay waiver	Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com.
Prescription drug preferred therapy	A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug, it applies only to prescriptions being filed for the first time of a targeted medication.
	Before filling your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at bcbsm.com, along with the preferred medications.
	If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless youfirst try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.

### Additional riders included

Rider PRX-MM, mandatory MAC program	Requires the member to pay the difference between the maximum allow able cost of the generic drug and the BCBSM approved amount for the brand name drug, <i>plus</i> the member's copay and/or deductible, if applicable.
	Available for the Preferred Rx prescription drug card program, for ERS and ASC groups.  Note: This rider is not compatible with Rider PD-CMAC.
Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices Rider PD-CM, prescription contraceptive medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and intrauterine devices, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered).  Note: These riders are only available as part of a prescription drug package.  Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD w aives the copay for services provided by a network provider.)  Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.
Rider MOPD, mail order prescription drugs	Provides coverage for up to a 90-day supply of medications when prescribed by a physician.  Drugs must be dispensed by BCBSM's approved mail order vendor. Member pays only one copay for each 90-day prescription or refill.

# Schedule of Vision Benefits

			All Silver	3.1. EPS
Non-Participating Provider	Reimbursed Amount  Up to \$45	# Up to \$56 Up to \$90 Up to \$110 Up to \$128 N/A N/A	■ Up to \$55	In lieu of Lenses & Frame  Up to \$150
Participating Provider	■ Covered 100%	Standard Glass or Plastic  Covered 100%	Retail Allowance Up to \$130	In lieu of Lenses & Frame  Up to \$150 Retail  Allowance©  Up to \$210
Co-payment None	Examination Once Every 12 Months	Lenses Once Every 12 Months Single Vision Bifocal Trifocal Lenticular Standard Scratch Coating Vical & Gradient Tints UV Coating	Frame Once Every 12 Months	Contact Lenses Once Every 12 Months Elective Contact Lenses Medically Necessary*

Pre-approval from NVA required

①Additional professional services related to contact lenses (also known as fitting iees) would be included in the contact lens allowance shown above. 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:

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

Options not listed will be priced by NVA providers at their R&C retail price less 20%.

Wal-Mart Stores: Due to their everyday low prices Wal-Mart will not provide the lens options at the fees listed in the fixed option pricing list. Wal-Mart stores accept NVA for materials. Doctors fees listed in the fixed option pricing list. Wal-Mart stores accept NVA for materials. Doctors affiliated with Wal-Mart are not Wal-Mart employees; therefore, participation for exams varies.

Insurance coverage provided by National Guardian Life Insurance Company (NGLIC), 2E Gilman, Madison, WI 53703. Policy NVIGRP2002. NGLIC is not affiliated with the Guardian Life your Plan Sponsor at its place of business. That full description in the form of a Certificate of Insurance Company of America, a/k/a The Guardian or Guardian Life. A full description of your coverage, its limitations, exclusions and conditions is contained in the Insurance Policy issued to Coverage can be made available to you by requesting it from your Plan Sponsor.



NVA® is a registered mark of National Vision Administrators, L.L.C This document is intended as a program overview only and is not a certified document of the individual plan parameters.



# National Vision Administrators, L.L.C.

# Center Line Public Schools

## Summary of Vision Care Benefits

group to offer a comprehensive vision care plan to you and your eligible family members. Founded in January of 1979, NVA manages vision benefit National Vision Administrators, L.L.C. (NVA) has been contracted by your services for more than seven million lives nationwide.

## How Your Vision Care Program Works

- When scheduling your appointment, please notify the NVA participating provider of your choice that your vision coverage is administered by NVA.
  - The provider will contact NVA to verify eligibility.
- At the time of your appointment, simply present your NVA identification card to the provider or indicate clearly that your benefit is administered by NVA. A vision claim form is not required at an NVA participating provider.
- The provider will inform you of your eligibility status prior to rendering
- Be sure to inform the provider of your medical history and any prescription or over-the-counter medications you may be taking.

contact NVA's To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com or Customer Service Department toll-free at 1.800.672.7723.

Eliqibility: Eliqible members and dependents are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses once every 12 months from last date of service.

Customer Service Department toll-free at 1,800.672,7723 (TDD: 973.574.2599), Customer Service: To verify eligibility, locate a participating provider and receive answers to all your vision care related inquiries, please call NVA's

- hours per day, seven (7) days per week. The IVR allows you to locate a NVA's Interactive Voice Response (IVR) system is available twenty-four (24) participating provider in your area, check eligibility as well as the status of vour claim(s).
- An NVA Customer Service Representative can be contacted Monday -Friday 8:00am - 6:00pm (EST) & Saturdays 8:30am - 5:00pm (EST)

National Vision Administrators, L.L.C. · PO Box 2187 · Clifton, NJ 07015 Web: <u>www.e-nva.com</u> • Toll-Free: 1.800.672.7723



## Benefits at Participating Providers:

Highlights of your vision care benefit:

- The option of receiving services in- or out-of-network Extensive national provider network
- Enhanced in-network benefits;

  100% covered Vision examination (after copay if applicable)
- 100% covered standard spectacle lenses (after copay if applicable)
  - Frame allowance covers countless fashionable frames in full
- Allowance towards the cost of contact lenses and fitting fees

reimbursement. You may obtain a Direct Reimbursement Claim Form from the NVA NVA participating providers submit their claims directly to NVA. In the event you obtain services from a non-participating provider, you must submit your itemized receipt along with a completed reimbursement form to NVA to acquire Web-Site: www.e-nva.com.

refraction, and Tonometry testing (glaucoma). Comprehensive eye examinations can Examinations: A comprehensive eye examination is covered which includes a case history, examination for pathology or anomalies, visual acuity (clearness of vision), aid in the early detection of ocular diseases and other serious medical conditions. Lenses. NVA provides coverage in full for standard glass or plastic eyeglass lenses

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office.

permeable and disposable lenses. Medically necessary contact lenses may be 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 covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle Contact Lenses: Elective contact lenses are covered in lieu of all other materials (i.e. spectacle lenses and frames). Additional professional services related to contact lenses, Anisometropia or Keratoconus. Discounts: There will be a twenty-percent (20%) discount off additional purchases of lenses and frames, excluding contacts at the time of service. Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. To obtain direct reimbursement according to your plan design, you can print a claim form from www.e-nva.com. Please complete this form and submit along with an original or copy the itemized receipt. If you cannot print the claim form you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA's Clifton, NJ office.

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

services or materials provided by Federal, State, local government or Worker's service / industrial safety lenses and safety frames with or without side shields / parts Exclusions / Limitations: No payment is made for Medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of glasses in lieu of employment / replacement of lost, stolen, broken or damaged lenses/contact lenses or frames except at normal intervals when service would otherwise be available / compensation / examination, procedures training or materials not listed as a covered bifocals / subnormal visual aids / vision examination or materials required for or repair of frame / sunglasses. Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage.

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

significant discounts off reasonable and customary charges. The benefit is easy to and are interested in laser eye surgery, NVA offers a network of providers and Laser Eye Surgery: If you are nearsighted, farsighted or affected by astigmatism, use and there are:

- No claims forms to fill out
- No deductibles to meet
- No waiting period for coverage
  - No need for reimbursements

Laser surgery providers can be located online at www.e-nva.com.

mail order contact lens replacement service. You may access Contact Fill's services provides contact lens wearers with significant savings packaged with the convenience online at www.contactfill.com or by calling them toll-free at 866.234.1393. Contact Fill of home delivery. Plan discounts applicable at participating retail locations do not Contact Fill: NVA provides you with the convenience and savings of Contact Fill, our apply to purchases made through Contact Fill due to the already low prices.

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:

Locate a nearby participating provider by name, zip code, or City/State

- Verify eligibility for you or a dependent
  - View benefit program and specific details
    - Review claims
- Print ID cards (when allowable)
- Nominate a non-participating provider to join the NVA network

you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Be sure to choose the correct NVA Insured vision plan from the drop down box and enter in your search parameters. It's that easy!



### CENTER LINE PUBLIC SCHOOLS Dental Benefits Plan

SECRETARIES WITHOUT COORDINATION OF BENEFITS

The Plan-at-a-Glance

Effective Date - 08/01/2007

### Maximum Benefits

Annual Maximum Lifetime Maximum \$ 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

Deductibles

None

### Class | Preventive Services - 70%

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 II Restorative Services - 70%

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 – 70%

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 IV Orthodontic Services – 60%

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



### CENTER LINE PUBLIC SCHOOLS Dental Benefits Plan

SECRETARIES WITH COORDINATION OF BENEFITS

The Plan-at-a-Glance

Effective Date - 08/01/2007

### Maximum Benefits

Annual Maximum Lifetime Maximum \$ 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

Deductibles

None

### Class | Preventive Services - 50%

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 II Restorative Services - 50%

Composite and Amalgam fillings
Pre-Fabricated Stainless Steel Crowns
Pulpotomy
Pact Coppl Therapy

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

Denture Reline or Repase
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%

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 IV Orthodontic 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 legislation 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 \$48,000 in 2011, and maximum contribution for 457(b) plans is 100% of includible compensation up to \$17,000 in 2011.
- 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 withdrawals 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.
- 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.

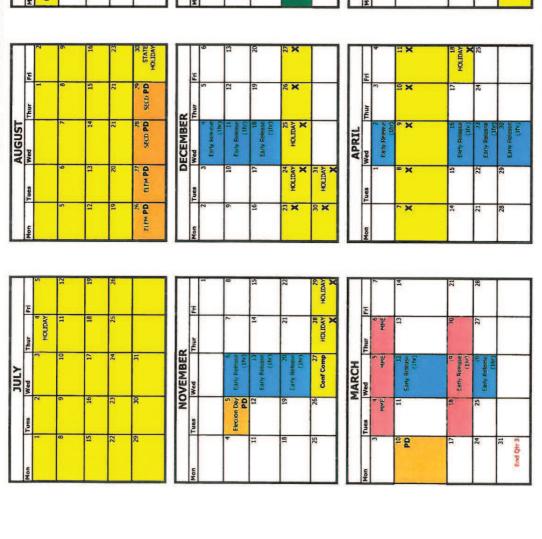
\*An employee who requests a withdrawal of funds and is not at least age 55 at the end of the last day of the calendar year of the withdrawal, will be assessed an additional 10% tax by the IRS for these funds.

### Product features and advantages

Portfolio Director Special Pay program features and advantages include:

- Pre-tax contributions<sup>1</sup>
- Tax-deferred growth<sup>1</sup>
- Broad array of variable investment options
- Fixed option with competitive Interest rate
- No account maintenance fees<sup>2</sup>
- Employer and employee statements
- · No charge for transfers among investment options
- No surrender charges<sup>2</sup>
- Multiple retirement income options
- · Default for initial deposits is the Short Term Fixed Account

## CENTER LINE PUBLIC SCHOOLS 2013-2014 School Calendar



Έ	9	13	20	27			Fri	~ ×	10	17 End Semi	24	31		Fri	2	6	16	23	30
	S	12	19	97			Thur	×	6	91	23	30			1	60	31	22	29
SEPTEMBER	4	11	18 Early Release	25 Early Release		JANUARY	Wed	HOLIDAY	Early Release	Early Release	22 Early Release (1hr)	Early Release (181)	MAY	Wed		7 Early Release (1hr)	14 Early Release (1hr)	Early Release	78
Tues	3 1/2 day students 1/5 day staff	10	17	24			Tues		2	14	21	28		Tues		9	13	20	27
Mon	LABOR DAY	6	16	23	30		Mon		Φ	13	1 @	Ω		Mon		m	71	19	92

Early Resease

Farly Relea

Conf Comp

JUNE

MEAP Make Up 31

23 MEAP Make Up

Make Up

21 MEAP Make Up 28

FEBRUARY Wed Thur

Tues

17 MEAP

MEAP

ILEAP 15

14 MEAP

OCTOBER Wed

	28 29	30 Early Release (1hy)			HOLIDAY	27	28 Early Release (1hr)	53	30		30				
		Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
		Students	0	0	19.5	23	17	15	19	17	20	16	21	9.5	177
		Teachers	0	2	20	23	18	15	20	17	21	16	21	10	183
o Students		School Times	Times				Early Release Times	se Times							
ional Development)			Start	End				Starl	End						
		Crothers Elementary	8:55 AM	3:50 PM		Crothers Elementary	mentary	8-55 AM	2.45 PM						
igh School		Peck Elementary	8:55 AM	3:50 PM		Peck Elementary	ntany	8.55 AM	2.45 PM						
		Roose Elementary	8:25 AM	3:20 PM		Roose Elementary	entary	8.25 AM	2:15 PM						
		Wolfe Middle School	7:55 AM	2:50 PM		Wolfe Middle School	e School	7.55 AM	1.45 PM						
		Center Line High School	7:20 AM	2:15 PM		Center Line	enter Line High School	7:20 AM	1:10 PM						03.22.2013

Fed Sem 2 1/2 day Students 1/2 day Records Day

	Students & Staff
×	School Breaks
(6)	Records Day
PD	Professional Deve
Early Relase	Early Release (1)
MEAP	MEAP Testing - G
MME	MME Testing at C

	School Breaks
	Records Day
	Professional Development - No Students
elase	Early Release (1 Hour Professional Develo
AP	MEAP Testing - Grades 3 - 9
E	MME Testing at Center Line High School

1st Tuesday of Each Month is Staff Meeting 3rd Tuesday of Each Month is CLEA Meeting



### CENTER LINE PUBLIC SCHOOLS Macomb County, Michigan

LETTER OF AGREEMENT
between
Center Line Public Schools
and the
merican Federation of State, County, and Mi

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.

FOR CENTER LINE PUBLIC SCHOOLS:	FOR AFSCME/LOCAL 3154:
Arthur A. Napolitan Assistant Superintendent for Administrative Services	Shirley Beaudoin President, Local 3154
12-5-94	12-6-94
(Date)	(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. Article XII., <a href="Item M">Item M</a>. "Volunteers" and Article XVIII., "Subcontracting", shall be deleted from our Master Agreement.

The parties shall agree to reinstate original language if this <u>legislation does 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)

### 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.

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

57-23-07

Date

For the Union

5/22/0

## 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

Almany hts/sold

Oskerlineki

5-23-07

Date

)

For the Union

5/23

### 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

5/2/10

DATE

FOR THE UNION

5/02/07

DATE



### Memorandum

Tina Dodd, AFSCME Local 3154 President To:

From: Mario Gallegos, Director of Administrative Services

Date: May 19, 2011

Protected Seniority Re:

The District met with the leadership of AFSCME Local 3154 on May 24, 2010 and came to the following agreement as in regards to the implementation of the "Protected Seniority" clause in the Master Agreement. Doreen Ostrolencki represented the District at the meeting and representing AFSCME Council 25 was Kathie Sherrill, and representing Local 3154 were Tina Dodd (President), Claudia Hardy (Vice President), Annette Pearcy (Secretarial Steward). The following are the procedures which should be followed when layoffs occur within the Local 3154 membership (the procedures were based on the following Articles from the Master Agreement):

### 1. Article XI - Seniority and Seniority Lists

5. Protected Seniority - page 9 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.

### 2. Article XI - Seniority and Seniority Lists

2, C. - page 8

After March 15, 1982, regular part-time employees will accrue seniority on the basis of onehalf (1/2) year of service. Regular full-time employees will accrue seniority on the basis of one (1) year of services equals one (1) year of seniority.

### 3. Article XII - Layoff and Recall

- 1. Layoff-page 9
  - A. Definitions
  - 1. Lavoff: 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
  - 4. Regular full-time employee: any full-time employee who has successfully completed the probationary period.



Administrative Services, 26400 Arsenal, Center Line, MI 48015 (586) 510-2040 - Fax (586) 510-2049, E-mail: gallegosm@clos.org



- 5. <u>Regular part-time employee</u>: Any employee working four (4) hours or less per day on a regular basis who has completed the probationary period.
  - B. The intent of this layoff procedure is to insure that, insofar as possible, the most senior full-time 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.
  - G. Employees affected by a layoff or a reduction in work hours will bump:
    - The least senior person in the same Category Group for which the individual is qualified.
    - 2. 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.
- 4. This process will continue until the least senior employee is removed within their Category Group.
- 5. Article XV Vacancies, Promotions, and Transfers
  - 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.
- 6. Past practice: Displaced Paraprofessionals bid as Aides. The Paraprofessional/Aide steward was a displaced paraprofessional; she was the first bidder at the Aide bid session held on August 19, 2010, (not based on her seniority). This was to protect her against lay-off, a reduction in her hours (see definition of layoff above) since, her hourly wage could not be protected (aides are paid a lower hourly wage).

### CENTER LINE PUBLIC SCHOOLS Macomb County, MI

LETTER OF AGREEMENT
Between
Center Line Public Schools
and the

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

### CONVERSION OF CATEGORY A-E STAFF TO CONTRACT PAY SYSTEM

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

It is hereby understood that all employees hired prior to July 1, 2010 in categories A-E that are presently paid using a salary pay system (e.g. paid the same amount every pay during the year) or an hourly pay system (e.g. paid an hourly rate for hours worked), will be converted to a contract pay system (e.g. paid a contract amoun divided and paid over a specific number of pays) effective with the 2010-2011 school year. Employees it categories A-E, whose hours fluctuate on a bi-weekly basis due to program enrollment, will be excluded from a contract pay system.

It is also agreed that a contract pay system shall be applied to all employees hired after July 1, 2010 and that uch conversion shall not interfere with the non-exempt status of the membership as defined by the Fair Labor Standards Act.

It is further understood that the conversion formula will be applied as follows:

Scheduled days – Less extra holidays x Times daily rate [i.e. hourly wage x hours per day] / Divided by the number of pay periods that occur between the employees first day back and June 30 of each school year.

Employees who elect to take one of their extra holidays during regularly scheduled work time will not be allowed to make up the work day. The workday will be deducted from the total work days called for on the employee's job description. Employees who elect to use one of their extra holidays during a school break period will be compensated separately as it is used. Extra holidays may not be accumulated from year to year and will not be paid out on the last payday of the fiscal year.

FOR CENTER LINE PUBLIC SCHOOLS:

FOR AFSCME LOCAL 3154:

Director of Administrative Services Date

President, Local 3154

Data

Date

AFSCME Council 25

