



CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue
Clinton Twp., MI 48038

MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY
SECRETARIAL / CLERICAL

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
CHAPTER 1884
COUNCIL 25

2006-2007

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PREAMBLE

This agreement entered into this 5th day of December, 2006, between the Chippewa Valley Board of Education, hereinafter referred to as the "Board" and the Chippewa Valley Chapter of the Local Number 1884, Chippewa Valley Secretarial Union, affiliated with Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

Purpose and Intent:

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its Employees (Secretary/Clerk) and to provide for the operation of the Employer's business under methods which will further the safety of the Employees, economy and efficiency, elimination of waste, realization of maximum quality and quantity of out-put, cleanliness, protection of property and avoidance of interruption of services and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Secretarial/Clerical Employees and the school children of the Chippewa Valley Schools.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Public Employment Relation Act of 379 of the Public Acts of 1965 as amended. The Board does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of those Employees of the Board in the bargaining unit herein described. The bargaining unit includes all permanent, full-time, and part-time (20 hours or more) secretarial/clerical/accounting/VDT/CRT personnel, excluding but not limited to: Secretaries to the Superintendent, Assistant Superintendents, Secretary to Executive Director of Personnel, certified and professional Employees, temporary Employees, substitute secretaries/clerks, teacher-school-cafeteria aides, part-time secretarial/clerical Employees (20 hours or less) as well as any other non-certified and certified personnel not herein named.

It is recognized that in the performance of the Employee's duties, in addition to using telephone, typewriter and varied office machines, Employees will also be using video display terminals, cathode ray tubes and computers.

- B. If at any further date a new position is created in the bargaining unit, the Employer will place said position in the proper classification after it has discussed and/or negotiated the classification and the rate of pay for this position with the Union.

- C. The term "Employee" or "Secretary/Clerk" when used herein shall refer to Employees included in the unit for bargaining as set forth in the paragraph above and reference to female Employees shall include male Employees.
- D. The term "Board" when used herein shall refer to the Chippewa Valley Board of Education.
- E. The term "Designee Employer or Administrator" when used herein shall refer to Administrators who may be authorized by the Superintendent or the Chippewa Valley Board of Education.
- F. If any provisions of this agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II - UNION SECURITY

- A. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any Employee in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any Employee because of her/his membership in the Union or participation in collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to Employee in this Agreement are in addition to those provided in the above mentioned Statutes and Constitution.

Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

- B. To the extent that the Laws of the State of Michigan permit, it is agreed that:
 - 1. Employees covered by this Agreement and who are members of the Union shall be required to continue membership in the Union for the duration of this Agreement.
 - 2. Employees covered by this Agreement who are not members of the Union shall be required to become members of the Union, or pay a service fee, (not including initiation fees, reinstatement-fees, assessment, fines, penalties, etc.) to the Union, which shall be up to but not to exceed the amount equal to the Union's monthly dues.
 - 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this Agreement, shall become members of the Union, or pay an equivalent service fee (not

including initiation fees, reinstatement fees, assessments, fines, penalties, etc.). Dues retroactive to date of hiring, plus the current month's dues will be charged to an Employee who wishes to join the Union who has been employed for more than a thirty (30) day period.

4. If the Employee chooses not to exercise the Payroll deduction for Union Dues option, then monthly dues or the equivalent service fee (not including initiation fees, reinstatement fees, assessment fees, fines, penalties, etc.) shall be paid on or before the tenth (10th) day of the month in which they fall due.
5. Employees who shall tender the periodic dues uniformly required shall be deemed to meet the conditions of this Article.
6. Employees who do not elect to become members of the Union shall pay, in lieu of initiation fee and periodic dues, uniformly required, a service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) which shall be up to but not to exceed the amount equal to the regular monthly dues. They shall then be deemed to meet the conditions of this Article.
7. Such "conditions of employment" shall become effective on the effective date of the contract or employment. Any Employee not wishing to become a member shall as a condition of continued employment pay a service charge up to but not to exceed the amount equal to the amount of the monthly dues as a service fee to the local Union on or before the thirtieth day following date of contract or employment.
8. Employees shall be deemed to be in compliance with the meaning of this Article if they are not more than sixty (60) working days in arrears in payment of membership dues or service fees.
9. The Employer shall be notified in writing by the Union of any Employee who is sixty (60) working days in arrears in payment of membership dues or service fees.
10. If an Employee covered by this Agreement fails to comply with provisions of this Article at the conclusion of the grace period of sixty (60) working days referred to in Section 9 above, upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such Employee providing due process has been granted the Employee(s).
11. The Local Union No. 1884, and its affiliate Council #25, of the American Federation of State, County and Municipal Employees, shall indemnify and save the Board and all Administrators harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

12. The Union shall, when the Board or Administrators is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Union and its affiliate, Council #25.
13. Employees will be required to pay Union dues or service fee for the months worked (i.e., ten (10) month Employees pay dues or fees for ten (10) months worked, twelve (12) month Employees for twelve (12) months worked.

ARTICLE III - UNION DUES AND CHECK OFF

- A. Employees may sign a membership dues (not including fines and assessments) or service fees authorization form to have dues or service charges deducted by the Payroll Department thirty (30) days following their date of hire or they may pay the same directly to the Union. This form will be provided by the Employer at time of hire.
- B. All Employees who have voluntarily signed Union Dues or Service Fees Authorization forms for payroll deduction and all who later voluntarily sign Union Dues Authorization forms for payroll deduction shall continue to have dues deducted monthly for the duration of this contract. See Appendix A for example of "Authorization for Payroll Deduction" form.
 1. The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card provided by the Union agreeing to this contribution.
- C. Deductions shall be paid to the designated financial officer of the local Union. The Employer shall have no responsibility for the collection of Initiation Fees, Special Assessments, and/or any other deduction not authorized.
- D. After receipt of the dues deduction authorization form, the Employer shall deduct dues from the first pay period of the following month and each month thereafter.
- E. Deductions for any calendar month shall be remitted to the Union as soon as possible after the 10th of the following month.
- F. The Union agrees the Board/Employer is free from liability for the funds deducted as dues, except to issue a check for the amount collected in the name of the Union for dues deducted.
- G. The Union will protect and save the Board/Employer harmless from any and all claims, demands, suits, and other forms of liability for reasons of action taken by the Board/Employer for the purpose of complying with this Article.
- H. If an Employee is separated before Union dues have been deducted from her/his paycheck, the Employer will have no obligation to collect any outstanding dues.

- I. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.
- J. In cases when a deduction is made that duplicates a payment that an Employee already has made to the Union or in any other situation that a refund is demanded, said refunds will be made by the Union local.
- K. The Union shall notify the Employer in writing of any membership dues or service fees certified by the Union as uniform dues or service fees required of the bargaining unit member.

ARTICLE IV - REPRESENTATION

- A. The Union (Secretarial/Clerical Employees) shall be represented by one (1) Steward and one (1) Alternate Steward for each of the groups listed below:
 - 1. Central Office
 - 2. High School Complex
 - 3. Other school buildings combined

The designated Stewards shall represent all Employees working in the buildings to which they are assigned.

- B. It will be the responsibility of the Union Chapter Chairperson to notify the Superintendent/Designee of the election of Stewards and alternate Stewards within ten (10) days after the election and such changes as may occur from time to time in such personnel so the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.
- C. The Steward or the Chapter Chairperson, with advance authorization from the Superintendent/Designee, may investigate and present grievances beyond Step 2 without loss of pay for up to two (2) hours per day. Time taken shall not impair the efficiency of the Steward or Chapter Chairperson or other Employee's jobs. The Steward or Chapter Chairperson must notify her Immediate Supervisor prior to the beginning of an approved investigation or presentation of a grievance.
- D. If the Steward and/or Chapter Chairperson is required to go into another building other than her/his own in the handling of a grievance, the principal/Administrators at both buildings (or all buildings involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation or assigned duties. It is the responsibilities of the above mentioned Steward and/or Chapter Chairperson to report to the building principal/Administrator before their conference with any Employee. If, in the opinion of the principal/ Administrator or the Immediate Supervisor of the Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activities will be postponed.

- E. Except as set forth above, or herewith, no Steward or any other Employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the Employer.
- F. The Board will negotiate wage rates on new positions subject to:
 - a. The Union will be advised of the position and proposed wage rate and will within five (5) working days, advise the Employer if it desires to negotiate a different wage rate.
 - b. If negotiations do not result in mutual agreement on wage rate within ten (10) working days, the Employer shall exercise normal recruitment procedures to fill the position at its proposed rate. In event the Employer is unable to fill the position at its wage rate, it will renegotiate the rate with the Union, or modify the duties of job requirements. In this event, it would be considered a new position and this procedure repeated.

ARTICLE V - EMPLOYEES RIGHTS AND RESPONSIBILITIES

- A. Upon proper application, the Board may allow the Union to hold official meetings on the premises and the Union will reimburse the Board for any services which it may have to render because of such meetings.
- B. Employees are expected to fulfill the duties of their job description.
- C. In order to provide continuing health protection for students, it shall be the policy of the Employer that:
 - 1. All physicals required by the Board will be at the expense of the Board.
 - 2. All Employees must have a valid tuberculin skin test or chest X-ray if required. A certificate of freedom from tuberculosis must be filed with the Personnel Department prior to the opening of the school year or not later than fifteen (15) days after the first day of school. It is the Employee's responsibility to obtain the above mentioned certificate. Failure to file said certificate by October 1, may result in suspension from employment until such filing has been completed.
- D. No material derogatory to an Employee's conduct, service, character or personality shall be placed in her/his personnel file unless the Employee has had an opportunity to read such material. The Employee shall acknowledge that the material has been read by affixing her/his signature to the actual copy to be filed with the understanding that such signature merely signifies that the Employee read the material to be filed and does not necessarily indicate agreement with its contents. Exceptions to this policy will be made only in case of documents which are prepared for an arbitration hearing or which are a matter of public record or official Board action.

- E. The Employee shall have the right to answer any material filed and the Employee's answer shall be attached to the file copy.
- F. The Employee may examine his/her personnel file in the presence of the Employer.
- G. Materials shall be removed from the personnel file if and when an Employee's claim that such material is inaccurate is sustained through the grievance procedure.

ARTICLE VI - SENIORITY

- A. New Employees shall be on probation for a period not less than sixty (60) nor more than one-hundred-twenty (120) working days as established for their position. The probation may be extended for any absences during said probationary period by the amount of said absences. The following provisions shall apply to all probationary Employees:
 - 1. During this period of probationary employment, probationary Employees may be laid off or discharged as exclusively determined by the Board and shall not be subject to the grievance procedure.
 - 2. There shall be no seniority among probationary Employees.
 - 3. The Union shall represent probationary Employees only for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, and if the Employee is discharged or disciplined for Union activity.
 - 4. Probationary Employees shall not be eligible for Union membership.
 - 5. Probationary Employees shall not be eligible for leave days, except that accumulated leave days shall be granted an Employee upon the completion of their probationary period.
 - 6. Probationary Employees will only be eligible for fringe benefits effective on the first day of the month following the successful completion of his/her probationary period.
- B. An Employee shall lose seniority and terminate employment if she/he:
 - 1. Voluntarily leaves employment.
 - 2. Is absent for three (3) working days in any one (1) year without notifying the Employer. Such absence shall result in automatic discharge except for proven emergencies, and the Employee shall be so notified by mail at her/his last known address.
 - 3. If the Employee does not return to work when recalled from layoff as set forth in the Agreement.

4. Employee is discharged and discharge is not reversed through the grievance procedure.
 5. If the Employee overstays a Leave of Absence for any reason, as herein provided, unless extension has been granted. Exception to this rule may be made by the Superintendent /Designee.
 6. Retirement at any age.
 7. Involuntary lay off for two (2) years.
 8. If the Employee gives false reasons for a leave of absence or engages in any other employment during such leave without the permission of the Employer.
 9. Any Employee who falsifies information on her/his application for employment even if the falsity may come to light sometime after the Employees date of hire or date of acquiring seniority.
- C. Seniority shall be by the Employee's effective date of hire into the unit in a permanent position except as adjusted in Article VII, Section M.
- D. Vacation preferences will be granted Employees on a seniority basis, subject to operating requirements.
- E. Seniority from outside the bargaining unit into the bargaining unit will not be allowed.
- F. Seniority shall be reduced by the amount of time an Employee is absent from work on an unpaid leave of absence.
- G. The seniority list will show the names, job titles and seniority date of all Employees of the unit entitled to seniority. If requested, the Employer will provide the Chapter Chairperson with a copy of the current seniority list every ninety (90) calendar days.
- H. A person who is hired from outside the bargaining unit for a period not to exceed twelve (12) weeks to substitute for one or more permanent, full-time Employees or permanent, part-time Employee during their absences, because of illness or while on leaves or vacation, or for a job which is of limited duration, etc., shall be considered a temporary Employee. She/he shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts. This twelve (12) week period may be extended by mutual agreement.

ARTICLE VII - VACANCIES, PROMOTIONS AND TRANSFER

- A. All vacant positions within the bargaining unit shall be posted for a period of seven (7) calendar days, setting forth the minimum qualifications for the position, in a place previously identified for such postings in each building. Interested Employees shall apply in writing for a posted position by the date and time indicated on the posting. The typing and shorthand testing requirements must be met prior to application. Postings are designed to give all current Employees an opportunity to apply for vacant positions.
- B. A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building or to another job within the salary classification fall into the definition of a transfer. Transfers shall be based upon the seniority Employee's ability to meet the minimum job qualifications:-
- C. An Employee who requests and is granted a transfer shall remain on the job for one (1) year before said Employee becomes eligible to request another transfer. Exception to the rule may be made by the Superintendent/ Designee.
- D. A promotion is a movement to a position in a higher pay grade than one in which the Employee is currently employed. Employee(s) interested in a promotional position shall apply within the above stated posted period to be considered for the promotion.
- E. Promotions to positions within the bargaining unit shall be made on the basis of qualifications. Seniority shall be the basis for selecting from among equally qualified candidates.
- F. Employees placed in a new position, by promotion, transfer, or otherwise, shall be required to satisfactorily complete a trial period of sixty (60) working days to start from the date of employment in the new position. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s), if the trial period is to be extended beyond sixty (60) working days, the Employee will be notified in writing.
- G. Employees granted a promotion shall be placed on the salary step of the new position which will grant them one step increase more than the amount they are receiving on the salary schedule for present job assignment.
- H. Any Employee transferring to a lower classification shall be paid at her/his present step of new classification.

If an Employee is returned to her/his previous classification within the trial period, she/he shall be placed on her/his original salary step.
- I. If the Employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Employee, and the Employee shall, by the conclusion of the trial period be returned to the classification from which the Employee was promoted or transferred.

- J. During the trial period, an Employee shall have an opportunity to revert back to her/his former position within fourteen (14) calendar days, or beyond that time if the position is available. Such an Employee shall not be considered for that same position for a period of one (1) year.
- K. In the event the Employee is not granted a transfer or promotion, the reason for denial shall be given to the Employee, if the Employee makes this request in writing within five (5) calendar days of the decision. The reason for denial will be given in writing to the Employee only if so requested.
- L. New Employees shall not be guaranteed any transfer rights to any vacancy until they have completed their probationary period and established seniority of one (1) year.
- M. Temporary Employees may be used to fill vacancies for a period not to exceed twelve (12) weeks, unless extended by mutual agreement of the parties. Ten-(10) month Employees interested in extra work will notify the Personnel Department in writing each year of their availability. Assignments will be made by the Personnel Department. The rate of pay for extra work will be at Step I of the classification or the employee's current rate of pay, whichever is greater.
- N. The Union agrees that involuntary transfers are sometimes necessary because of such factors as mutual incompatibility, job performance, etc.. Such involuntary transfers shall be made in accordance with written Board Policy or administrative procedures and shall be communicated to the Employee orally and in writing setting forth the reasons for the involuntary transfer. The Employer shall not act in an arbitrary and capricious manner as it relates to this section.
- O. All Secretarial/Clerical Employees are encouraged to train and prepare for promotional opportunities.
- P. It is understood by the parties that Employee(s) must demonstrate the ability to meet at least the minimum skill requirement for any position. The minimum skill requirements of typing must be on file for any position to which they are applying.
- Q. The Employer will schedule tests (including typing and dictation) at least twice a year. Employees interested in taking the tests must notify the Personnel Office five (5) days in advance of the scheduled testing date.
 - 1. Test results evidencing improved skills will be placed in the Employee's personnel file. When the test results are lower than those recorded in the Employee's personnel file, test papers or results will not be placed in her file unless higher than those required for her current position. Employees will be limited to retaking tests to twice a year unless improvement is shown.
 - 2. The Employee will be given the scores of her/his testing, in writing, within ten (10) working days of the testing, unless requested sooner to qualify for a promotion.

- R. The Board/Employer may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, technological and/or innovative approaches in the overall work operation of the school district that the Board/Employer would like to make part of its operation. The changes made under this section will be for a period of not more than one (1) year: extension of this time period must be mutually agreed upon by the parties.

ARTICLE VIII - DISCHARGE AND SUSPENSION

- A. The parties recognize that in the interests of efficient operation of the school district, the Employer has the right to discipline and discharge Employees. Due process shall be met if the Employer informs the Employee of the reason(s) in writing for the discipline and/or discharge and affords the Employee Union representation if requested.
- B. The discharged or suspended Employee will be allowed to discuss the discharge with the Steward of the department and the Employer will make available an area where they may do so before said Employee is required to leave the property of the Employer. Upon request, the Employer, or its representative, will discuss the discharge or suspension with the Employee and the Steward.
- C. If the seniority Employee or Union representative believes the discharge or suspension to be improper, she/he must file a written request for a review of this matter to the Superintendent/Designee. This request must be filed within three (3) regularly scheduled working days after the discharge or suspension is received by the Employee Union representative. A meeting to hear this matter shall be scheduled within five (5) working days of the written request.
- D. The Superintendent/Designee shall give her/his answer within five (5) regularly scheduled working days after the hearing as indicated in Section C above.
- E. If the answer is not acceptable to the seniority Employee, the matter may be referred to the grievance procedure commencing at Step Three within five (5) working days of the answer given by the Superintendent/Designee.
- F. All concerns and complaints regarding any discharge or suspension of seniority Employees must be processed as identified above; otherwise, it will not be a proper subject for the grievance procedure.

ARTICLE IX - RESIGNATION

- A. An Employee desiring to resign shall file a written resignation with the Employer, fourteen (14) days prior to the effective resignation date. An Employee who gives such notice shall not forfeit her right to earned vacation time, if any such earned vacation time exists.

- B. Resignation of shorter notice shall automatically forfeit all vacation benefits. It is understood that the Employee must work the entire period of time designated above with no absences during said period.
- C. The date of resignation automatically forfeits all accrued rights and benefits. In the event of re-employment, such Employee shall be considered as a new Employee.
- D. Exception to the above may be made by the Superintendent/Designee.

ARTICLE X - LAYOFF AND RECALL

SECTION A. LAYOFF

If it becomes necessary for the Board to layoff Employees, the Employer shall:

1. Identify the positions to be eliminated or reduced and eliminate any substitute workers and temporary employment assignments (an employee in a temporary assignment will be returned to her/his permanent assignment).
2. Layoff any probationary Employees in the classification where reductions are made, and transfer seniority Employees within the classification as necessary.
3. The Employee(s) with the least district-wide seniority within a classification in which positions are being eliminated or reduced shall be offered the opportunity to bump into a position currently held by any Employee with the least district-wide seniority within the pay grade where the reduction or elimination occurs for which she/he meets the minimum qualifications.

If there are no such positions within the affected pay grade, the Employee will continue the bumping process to a position closest to the affected employee's annual base compensation for which she/he meets the minimum qualifications until all such options are exhausted. Employees must bump the lowest senior employee closest to the affected employee's annual base compensation. Employees shall not be allowed to take a lesser annual base compensation in order to receive an increase in pay grade.

The affected employee may elect whether or not to bump into a position with a lower annual base compensation or be laid off. If the affected Employee fails to exercise her/his right to bump, accept a layoff, or refuses a transfer, the employee shall be considered as having resigned her/his employment with the school district.

No employee shall receive an increase in compensation as a result of the bumping process. For the purpose of this article, compensation shall be calculated at the annual wage of step 5 of the classification/pay grade for the position which the Employee elects to bump into.

4. Employees to be laid off will have at least thirty (30) calendar days notice of lay off.

All employees not scheduled to work will be paid at her/his hourly rate when attending a meeting for the purpose of bumping due to a layoff. Employees who do not attend the mandatory meeting will be considered as having resigned her/his employment from the school district. Any employee who leaves the mandatory meeting prior to exercising her/his right to bump or accept a layoff will be considered to have resigned her/his employment with the school district.

5. During their term of office, seniority preference shall be afforded to the chapter Chairperson and Stewards after three (3) years of continued employment in the bargaining unit for the District.
6. Elementary office clerks who accept additional hours without posting will not be allowed to bump for hours if the additional hours are reduced.

SECTION B. RECALL

1. Laid-off Employees will be recalled to vacancies for which she/he meets the minimum qualifications of the position in reverse order of seniority. If a laid-off Employee refuses recall to a position that is lower in compensation than the position from which she/he was laid off, then she/he will remain on the recall list. If an employee refuses recall to a position that is at the same compensation rate as the position from which she/he was laid off, then she/he will be considered as having resigned her/his employment with the school district.
 2. Any Employee bumped from her/his position shall, in the event of a vacancy in the position previously held by the Employee, have the opportunity to be returned to said position in reverse seniority order.
 3. Bargaining unit positions that remain unfilled after all the assignments and reassignments are made shall be posted.
- C. Any Employee who assumes a new job assignment due to the lay-off procedure will also assume the salary rate for that position which most nearly matches her/his present salary.
- D. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years or equal to the number of years of seniority held at the time of layoff whichever is greater and shall be recalled in reverse order of their lay off.
- E. Notice of recall shall be sent to the Employee at her/his last known address by registered or certified mail. If an Employee fails to report for work within fourteen (14) calendar days from the date of mailing of the recall notice, said Employee shall be considered as having resigned her/his employment. Exception may be made to the termination of Employees by the Superintendent/Designee.

ARTICLE XI - LEAVES OF ABSENCE

A. Medical Leave: Any Employee who has been employed for at least twelve (12) months may apply for a Medical Leave (Eligibility for FMLA leaves are subject to specific requirements of FMLA.) The Board may grant such a leave, under the conditions of this section, if the Employee makes application according to the following:

1. Within at least fourteen (14) calendar days prior to the intended date of the leave, the Employee shall request a leave in writing from the Human Resources Office, except for emergencies.
2. A Medical Leave shall be granted for a period of up to one (1) calendar year, and one extension may be granted by the Board of Education for up to one (1) additional calendar year. At the end of a one year leave of absence the employee returning from leave will be allowed to return to her/his position. If the one year leave is extended the employee may return to her/his position if it is vacant or apply for any vacancy which (s)he is qualified within the bargaining unit as an inside candidate.
 - a. The position held by the employee on leave may be posted as a temporary vacancy and filled by a bargaining unit member or it may be filled by a substitute as deemed appropriate and feasible by the Employer. A temporary vacancy will be posted for three workdays and filled by the employee with the most seniority who meets the minimum qualifications. The temporary assignment will not exceed one calendar year. The position of the employee filling the temporary vacancy may be filled by a substitute. Employees assigned to temporary positions under this section of contract can be returned to their permanent positions pursuant to the trial period set forth in Article VII Sections (G)(J)(K).

An employee who is temporarily assigned to a position that is a higher pay grade/classification from her/his current pay grade/classification will be paid at the first step of the higher pay grade/classification or their current rate of pay, whichever is greater, subject to salary step increases that may occur during the temporary assignment. An employee who is temporarily assigned to a position that is a lower pay grade/classification will be paid at a step that is at or near the employee's current hourly rate of pay.

3. The following conditions apply to all Medical Leaves of Absence:
 - a. Notice of intent to return from leave shall be given to the Human Resources Office at least two (2) weeks prior to the expiration date of the leave.

- b. A medical release shall be submitted to the Human Resources Department upon return from a Medical Leave.
 - c. The Employee shall return to the position previously held as indicated in section (a) above following the expiration of the leave.
 - d. No seniority shall accrue during the time of the unpaid leave (with the exception of a leave that qualifies under the Family Medical Leave Act), but upon reinstatement the Employee shall retain all seniority accumulated prior to the leave. The Employee will be paid at the step she was on at the beginning of the leave.
 - e. All salary and fringe benefits will be discontinued for the duration of the unpaid leave, except that the Employee may make arrangements to pay the premium for medical insurance, life insurance, LTD, Vision and/or dental insurance, at the prevailing group rates if allowable by the companies. Fringe benefits paid for by the School District will continue for Leaves for which the Employee is eligible pursuant to the Family Medical Leave Act.
 - f. An Employee who so desires, may apply the appropriate provision of this section in cases of adoption.
 - g. In cases of prolonged illness, the Superintendent or designee may request proof of disability from the Employee's physician or clinic of the Employer's. If the Employer requests a second opinion, the Employer may require an additional report from the Employer's designated physician or clinic and such examination would be paid for by the Employer.
- B. Short Term Leave of Absence: After at least one (1) year of continued service and in the event of a personal emergency, an Employee may be granted a short-term leave upon approval of the Superintendent/Designee. A Short Term Leave of Absence shall be a Leave of Absence which does not exceed a sixty (60) working day period with two weeks notice. When a Short Term Leave is granted, the Employee's position may be covered by a temporary assignment. Upon the Employee's return, she/he shall be restored to her/his original position. Sick day(s) accumulated by the Employee will be frozen during this Short Term Leave of Absence. Fringe benefits will continue during this leave at Board expense. Seniority will accrue during this period of leave.
- C. Union Leave of Absence: Each fiscal year, the Union will be granted a total of fourteen (14) paid workdays for Union representatives to attend a convention and/or conferences. Unused days will not accrue from year to year. The selected members Immediate Supervisor and the Human Resources Office must be given at least five (5) days notice. Approval must be given by the Human Resources Office for such absences.

- D. General Leave of Absence: Requests for General Leaves of Absence for Employees with one (1) year of continuous service must be made in writing to the Employer and must not be for more than one (1) year. Final approval for such a leave and the terms and conditions thereof, rest exclusively with the Board and/or the Superintendent/Designee, whose decisions shall be final and not subject to the grievance procedure. Any benefits under the provisions of the contract shall be suspended during this Leave of Absence except that the Employee may make arrangements to pay the premium for medical insurance, life insurance, LTD, Vision and/or dental insurance at the prevailing group rates if allowable by the companies. The Employer may fill a vacancy created by a leave in excess of twelve (12) weeks with a temporary employee or post and fill the position permanently or with a substitute as deemed appropriate and feasible by the Employer. At the expiration of the leave, the Employee shall be returned to the position previously held if it is vacant. If her/his original position is not vacant, the Employee shall be returned to the first vacancy for which she/he is qualified.

No seniority shall accrue on a General Leave, but upon reinstatement the Employee shall retain all seniority accumulated prior to the leave. Upon return from leave the Employee will be paid at the step she/he was on at the beginning of the leave.

E. Miscellaneous Provisions

1. Employees are expected to report to work in accordance with established policies and procedures unless they have been excused from duty in accordance with the specific terms of this Agreement. However, an Employee may request a Leave of Absence for reasons other than those specifically provided for herein.
2. Re-employment of an Employee on a Leave of Absence will be conditioned by the availability of a vacancy existing within the Employee's job classification or other classification for which she/he may be qualified. The Board/Employer's obligation to re-employ an Employee shall end after two (2) years of the termination of the leave.
3. At the expiration of a leave and as stated in this article, if an Employee does not return and no extension is granted, removal and termination of employment with the Chippewa Valley Schools becomes automatic.
4. Any Employees granted a Leave of Absence at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless more than fifty- percent (50%) of their work year was worked. Individual(s) taking leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.
5. The Employer cannot guarantee the return of any Employee to a specific building or work assignment at the conclusion of any period of absence.

6. Where there is reason to believe that an Employee is unable to perform the duties of her/his position due to physical or mental illness, the Board/Employer may require the Employee to submit to an examination. If the choice of the examiner is not agreeable to both the Employer and Employee involved, the Employee and Employer shall mutually agree to a qualified medical examiner. The opinion of this physician shall be binding on the Employer and Employee.

ARTICLE XII - HOURS OF WORK

- A. The parties agree that the unique nature of the school district requires that not all Employees will report for work for the same period of time each year. The parties desire to establish equity between Employees who work different schedules during the year. To this end, the parties recognize the following categories of Employees:
 1. Permanent 12-month Employees: Those whose normal work day is eight (8) hours and whose normal work week is forty hours, and who report for work year round except as provided elsewhere in this Agreement.
 2. Permanent 10-month Employees: Those whose normal work day is eight (8) hours and whose normal work week is forty (40) hours, and who report for work not less than forty (40) nor more than forty-four (44) weeks per year. Time off during the summer will be considered a period between two successive academic years or terms for which the affected Employees normally do not perform service. If, by special permission, an Employee is allowed to work during a Christmas and/or Easter vacation period, which extends her/his work year beyond 44 weeks, she/he will still be considered a permanent 10-month Employee.
 3. Permanent part-time Employees: Those whose normal work day is less than eight (8) hours and whose normal work week is less than forty (40) hours. Employees in this category can be either 12-month or 10-month Employees.
- B. The Board agrees to pay time and one-half for any time in excess of eight (8) hours per day or forty hours per scheduled week, except as provisions for compensable time are agreed to by the Employee and her/his Supervisor in accordance with administrative procedures, if any.

Double time will be paid all regular full-time Employees on a Sunday. Time and one-half (1 1/2) will be paid for all time worked on Saturday.

Employees who work a holiday will be compensated at double time plus holiday pay at the regular rate.

Time paid (worked or sick leave) shall be considered time worked for overtime.

- C. Employees shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) nor more than sixty (60) minutes as determined by their building Administrator.
- D. Employees will be granted two fifteen-(15) minute relief periods per day, one during the first half of the work day and one during the second half of the work day. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the eight-(8) hour working day unless specifically arranged with the Immediate Supervisor to cover unusual occasions.
- E. Any adjustments in hours for Employees working during the summer may be made by the Superintendent/Designee on an annual basis, and no pattern of past practice will be controlling from one year to the next.
- F. If the school year is extended by the State Legislature, the parties will meet to discuss said extension as it may affect ten-(10) month Employees.
- G. In the event school is closed due to unavoidable conditions such as severe weather, breakdown of equipment, or when otherwise prevented by an Act of God, Employees covered by the terms of this Agreement who are scheduled to work may not be required to report to work, but shall not suffer a loss pay day for the scheduled day (s) Supervisors retain the right to request Employees to report for work, but those who report at the request of their Supervisors shall receive pay at time and one-half or compensable time off within the pay period or as determined by the Supervisor. In the event a school or building is closed during the day due to unavoidable conditions, Employees may leave work early and shall not have the loss of time charged against their regular pay or leave days. The decision to close schools or buildings due to unavoidable conditions shall be the Superintendent's sole discretion.

In the event the District must schedule additional days of student instruction as make up days, ten (10) month secretarial/clerical Employees will be scheduled to work without additional compensation to the secretarial/clerical Employees.

ARTICLE XIII - SICK LEAVE

- A. Seniority permanent Employees shall accumulate sick leave days according to the following:
 - 1. 12-month Employees - 1 sick day per month to a maximum of 12 sick leave days per year.
 - 2. 10-month Employees - 1 sick day per month to a maximum of 10 sick leave days per year.
 - 3. Seniority Employees who regularly work less than full-time (eight (8) hours) shall accumulate sick leave days pro-rated according to the average number of hours worked per day and months per year.

- B. Sick days accumulated at the end of the fiscal year can, upon written request of seniority Employee, be used for personal illness which occurred during the fiscal year. and for which the seniority Employee did not have sufficient sick leave credit at the time of illness.
- C. Leaves of absence with pay, chargeable against the seniority Employees allowance, shall be granted for the following reasons:
1. Personal illness
 2. Serious illness of a member of the immediate family residing with the Employee to permit time to arrange for adequate care not to exceed one day. The immediate family for sick leave is interpreted as spouse, children, parents, grandparents or a relative living and making her/his home in the Employee's household.
 3. When emergency illness in the family requires an Employee to make arrangement for necessary medical or nursing care not to exceed one day as indicated in Section C2.
 4. Five (5) days shall be allowed for any business at the employee's discretion. A maximum of three (3) personal business days may be used consecutively without the approval of the superintendent. One (1) week advance notice on the appropriate district form is required. These days may not be used the day before or the day after a holiday or the first or the last week of school, without the approval of the superintendent. Exceptions for the use of personal business days in excess of three (3) consecutive days for pleasure trips, or vacation may be considered subject to approval by the Superintendent/Designee on a case-by-case basis using a one-time-only occurrence criteria, if requested with a reason.
- D. Leave of absence with pay, not chargeable against the seniority Employees.
1. A maximum of five (5) days when necessary for the purpose of making arrangements for and attending the funeral of a person in the Employee's immediate family defined as: spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, step relations as described herein as immediate family and persons living and making her/his home in the Employee's household.

One (1) day will be allowed for the death of an aunt, uncle, niece, nephew, first cousin, brother-in-law, daughter-in-law, sister-in-law or son-in-law.

Exceptions for the use of bereavement days other than in a consecutive and continuous manner immediately following the death of an immediate family member may be considered on a case-by-case basis subject to approval by the Superintendent/Designee.
 2. When an Employee is called for jury duty, the Employer shall pay any seniority Employee called for jury duty or attendance at any court pursuant

to subpoena by other than those mentioned in the immediate family (Section D(1)) the difference between the amount received from jury duty and the regular paid if either the Employee or the Superintendent/Designee is unable to have the Employee excused from such assignment. An Employee who receives witness or jury duty interview and appearance notice must notify her/his appropriate Administrator within five (5) days of such notice. To be eligible for jury duty or witness pay differential, the Employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates she/he received pay for jury duty and witness fees.

3. A school building Employee absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, lice, or pink eye shall suffer no loss of compensation; if contracted from school related work, then there will be no loss of salary or sick leave days.

E. Maximum accumulation of unused sick leave for periods of illness shall be unlimited. Personal Business days shall not accumulate if not used in a fiscal year.

F. Any Employee who is absent, injured or ill and who qualifies for and receives Worker's Compensation prescribed by the Michigan State Worker's Compensation Law, will have, upon request, her/his compensation supplemented with an amount sufficient to maintain her/his regular salary for a period not to exceed her/his sick leave allowance. The allowance shall be charged only for that fractional portion in excess of the compensation payment, and shall be made only after verification of the amount of compensation payment has been received by the Personnel Office.

Any Employee absent, who qualifies for and receives Worker's Compensation, may accrue seniority for up to twelve (12) weeks and shall be eligible to return to the position held prior to said illness or injury provided that acceptable medical evidence is presented showing ability to perform all normal and usual duties and responsibilities. Any Employee absent for more than twelve (12) weeks shall be returned to the first vacancy for which she/he is qualified.

Absences of less than seven (7) days resulting from personal injury arising out of and in the course of employment with the Chippewa Valley Schools shall be paid by the Employer and not deducted from the Employee sick leave day accumulation.

G. An Employee shall not accumulate sick leave during any month the Employee receives pay for less than the majority of the scheduled working days in that month.

H. Proof of illness may be required at any time after three (3) consecutive days of absence.

I. It is a standard rule that salary for a holiday shall be paid when the scheduled work day preceding and succeeding the holiday is worked. However, if the Employee is absent the day before or the day after due to an illness, the Employee may be required to furnish a doctor's statement certifying the illness within three (3) days after such absence if requested by the Employer. Exceptions will be granted where the Supervisor has approved a vacation, unpaid day off or absence due to illness.

1. Twelve-(12) month Employees may request time off without compensation from regular scheduled work days that occur during holiday break periods when school is not in session. Approval must be granted by the Employees' Immediate Supervisor.
- J. It is agreed that use of leave days will be strictly confined to legitimate purposes only.

ARTICLE XIV - INSURANCE PROTECTION

- A. In order to receive insurance benefits for which the seniority Employee is eligible, the Employee must submit the proper application, either upon completion of the probationary period or during the regular open enrollment period established by the insurance carrier. It shall be the Employee's responsibility to complete all necessary insurance forms at the appropriate time when supplied by the Employer. Insurance benefits will become effective the first of the month following the month in which the Employee completes the probationary period.
- B. In the event that a National Health Insurance Act becomes law during the period this contract is in force, it is agreed that those provisions of the contract affected by the new law shall be renegotiated.
- C. Employees hired prior to December 5, 2006 shall be eligible to receive hospital and surgical insurance benefits comparable to Blue Cross/Blue Shield Preferred Plan (PPO) with Master Medical 5 and a \$10.00 co-pay for prescription drugs (Group 68457-Suffix 007), including a mail-in prescription Drug Rider or Blue Cross/Blue Shield Community Blue PPO Plan I program with a prescription drug program \$10/40 co-pay.

Employees hired after December 5, 2006 shall receive Blue Cross/Blue Shield Community Blue PPO Plan I program with a prescription drug program \$10/40 co-pay.

1. Hospitalization will be paid on a pro-rata basis of hours worked as indicated below:

35 - 40 hour/week	full benefits
30 but less than 35	80%
25 but less than 30	60%
Less than 25 hours/week	50%

2. If the eligible Employee's spouse has, or is eligible for, any type of paid health insurance which is equal to or better than Blue Cross/Blue Shield MVF-I ML, FAE/RC Rider, with \$2.00 deductible Co-Pay Prescription Rider, said Employee shall not receive Board paid hospitalization coverage. It is understood that double coverage is prohibited.
3. Seniority Employees working six (6) hours or more not taking hospitalization coverage may apply for tax-sheltered annuity in lieu of hospitalization coverage equivalent to single subscriber coverage less the

rider premium. The Employer retains the right to select the carrier. Effective October 1, 2004 delete the payment of cash in lieu of benefits (CIL) to a tax-sheltered annuity and change it to “will receive cash in lieu of hospitalization coverage pursuant to the following:

<u># of Employees Participating</u>	<u>CIL amount per month</u>
0-63	\$203
64-67	\$239
68-71	\$275
72-76	\$312
77 +	\$348

- D. The Board will provide a Dental Plan covering 75% of Class I and II and 50% of Class III dental expenses, with a deductible of \$25 per person and \$50 per family. There shall be a combined maximum of \$1,300 on Class I, II and III benefits per year. Dental insurance will be paid on a pro-rata basis of hours worked as indicated below:

Employees working more than:

4 hours but less than 6 hours per day	50%
6 hours but less than 8 hours per day	75%
8 hours per day	100%

For those members of the bargaining unit who are covered by other dental insurance (including District - provided insurance), the Board will provide a Dental insurance plan of 50% of Class I and II and 50% of Class III dental expenses, with a deductible of \$25 per person and \$50 for family pro-rated as indicated above with internal and external coordination of benefits as the basis for coverage. There shall be a combined maximum of \$1,300 on Class I, II and III benefits per year. The Board retains the right to select the carrier, to self-insure or self-fund the plan.

This plan will continue so long as it is possible to obtain coverage through a dental carrier.

- E. The Board will provide coverage and benefits generally comparable to the SET Vision Plan I through a carrier, planned program, or self insurance selected by the Board of Education.
- F. All seniority Employees working six (6) or more hours upon proper application, will be covered by life insurance including AD&D on a group basis in the principal amount of \$18,000. Employees working four (4) hours or more, but less than six (6) are entitled to \$12,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits, and all other aspects of coverage. This policy shall become effective thirty (30) days after ratification and Board approval, whichever is later, and continue during all vacation and regular summer recess periods as long as the individual remains an Employee of the Board of Education.

- G. The Employer shall provide a long-term disability (LTD) plan which will cover Employees working six (6) hours or more per day or thirty (30) hours or more per week for 60% of the Employee's salary after a waiting period of 90 days. The Board will pay the full premium cost and the Board shall retain the right to select the carrier. Said compensation, as described above, is subject to the terms of the contract with the respective insurance carrier.
- H. Employees recognize that from time to time they will be required to use their own car for school business, and the Employer agrees to reimburse the Employee upon application for and verification of such mileage at the current IRS rate per mile.
- I. Upon termination or lay-off of employment with the Board, the Employee's benefits as described above will cease to be paid by the Employer.
- J. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any benefits which it has contracted, for any reason, shall not result in any liability to the Board/Employer or the Union nor shall such failure be considered a breach by either of them of any obligation under this Article.
- K. Differences between Employees or beneficiaries of Employees and any insurance company shall not be subject to the grievance procedure.
- L. Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in this article shall commence on the earliest date possible according to the terms of the insurance carrier's contract, after the probationary period.
- M. Notwithstanding the provision of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters as long as the Employer complies with payment of timely premiums.
- N. If an Employee is working but is not eligible for fringe benefits and becomes eligible because of increased work hours, assignments or otherwise, she/he must be working the required qualifying hours of each fiscal year for consideration and inclusion on any fringe benefit coverage.
- O. If an Employee drops below the qualifying number of hours for fringe benefit coverage, Employee will be dropped from fringe benefit coverage and not be eligible for reinstatement unless work hours are increased prior to the deadline stated above.
- P. In the event the Employee does not timely notify the Board of a change in coverage, and this change in coverage would decrease the amount of premium the Board is required to pay, the Employee must pay the difference between that the Board paid for the premium and the lesser amount the Board should have paid had the Employee timely notified the Board.

- Q. Bargaining unit members will be provided an option to participate in the school district's 457 plan as available.
- R. All bargaining unit employees dispensing medication shall be covered under the district's liability insurance policy.

ARTICLE XV - COMPENSATION

A. The hourly rates of Employees covered by this Agreement are set forth in Schedule A, B and C entitled - Employee Salary Schedules, which are attached to and incorporated in this Agreement.

1. Employees shall select one of the following pay options:

- (1) 24 pays
- (2) 21 pays

B. Longevity pay shall be paid to all seniority Employees in this unit according to the following schedule providing their services have been on a continuous basis with the Chippewa Valley Schools.

After 8 years continuous years of service	\$350
After 10 years continuous years of service	\$490
After 15 years continuous years of service	\$540
After 20 years continuous years of service	\$600
After 25 years continuous years of service	\$700

- 1. The Board of Education will provide longevity pay for all Employees based on the length of their work day.
- 2. Full amount of longevity X portion of day worked = amount of longevity.
- 3. Credit years of experience can only be earned by working as a secretarial/clerical Employee.
- 4. Longevity payments shall be made once a year. Employee's will have the option to receive the longevity payment combined with the employee's regular payroll check or paid by separate check. If the employee chooses the separate check option, the employee will be taxed at the IRS required guidelines. Payments shall be made on the next normally scheduled pay period following the Employee's anniversary date.

C. The wage or salary of an Employee shall start at the time the Employee reports for scheduled duty. The wages or salary shall be paid biweekly on such calendar dates as are established by the Board of Education.

D. Pay advance can be granted if request is received in the Payroll office three (3) weeks prior to the date that the vacation check normally would have been received by the Employee.

E. If a ten-(10) month Employee's regular work year exceeds 225 paid days, such Employee will be eligible for three (3) paid vacation days for that year. Twelve-(12) month Employees shall earn vacations at the rate of:

Less than one (1) year ½ day per month

First complete year continuous service
through fifth complete year 12 days

Beginning the sixth year of continuous service
through tenth complete year 15 days

Beginning the eleventh complete year of continuous
service through eighteenth complete year 18 days

1. Credit will be earned only for those months in which an Employee receives pay for majority of the scheduled working days of that month.

2. Vacation for twelve-(12) month Employees will be scheduled at a time when it will not interfere with or hamper normal operations of the school system. Vacations may be scheduled throughout the year based upon approval and as determined by the Employer. Employees are eligible to take only those days they have accrued.

a. Vacations will be extended for one (1) day per paid holiday falling during a scheduled vacation period if that day occurs on Monday through Friday.

b. While on vacation, if an Employee becomes seriously ill and is hospitalized, the Employee may draw upon earned sick leave days and have the vacation rescheduled.

c. Should an Employee retire, be laid off, or die, any earned vacation credit days will be paid in full, and in case of death be paid to the beneficiary.

F. Seniority Employees are eligible for the following holidays with pay:

Independence Day (July 4th)

One (1) additional day during Independence Day to be determined by administration (12 month employees only)

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve

Christmas Day

December 26
 December 27
 December 28
 One (1) additional day during Christmas Break
 New Year's Eve
 New Year's Day
 Good Friday
 Monday after Easter Sunday
 Tuesday after Easter Sunday
 Wednesday after Easter Sunday (10 month Employees only)
 Memorial Day
 Two Winter Break Days

1. If a holiday falls on a Saturday, the Friday preceding the holiday will be considered the holiday if schools are not in session. If a holiday falls on a Sunday, the Monday immediately following the holiday will be considered the holiday.
 2. Employees will be granted Christmas Eve, Christmas Day, New Year's Eve and New Year's Day regardless of the actual days on which they occur and they will be taken on the day(s) closest to that holiday season when school is not in session as determined by the school calendar.
 3. Holiday pay will not be granted unless the Employee is present for work on the last scheduled workday preceding the holiday and the first scheduled work day after the holiday. Exceptions will be granted where the Supervisor has approved a vacation, personal business, unpaid day off, or absence due to sickness.
 4. If any of these holidays fall on a scheduled school day, the Employer and Union shall meet to reschedule said holiday.
- G. Upon retirement, the Employee with more than sixty (60) days in her/his personal sick leave accumulation shall be paid at the rate of \$40 per day (based upon an eight (8) hour day and pro-rated based upon number of hours worked for less than eight (8) hour Employees) for each day beyond sixty (60) days up to a maximum of one hundred and twenty (120) days.
- H. Any seniority Employee, as indicated below, shall be entitled to tuition reimbursement for classes taken pertaining to the Employee's job, provided the Employee submits a request in writing to the Superintendent/Designee and receives approval prior to the start of the course. Upon official notice of passing the course, the Employee shall be reimbursed for such tuition in an amount not to exceed \$250 per year.

Employee(s) working:

Six (6) hours per day or more	100%
Four (4) or five (5) hours per day	50%
Less than four (4) hours per day	0%

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. Any grievance or dispute concerning wages, hours, working conditions which may arise between the parties of this Agreement concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner, except as otherwise prohibited herein.
- B. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process. All time limits herein shall consist of working days unless otherwise specified.
- C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the seniority Employee fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the Board of Education's last answer. In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step of the grievance procedure.
- D. On the "Statement of Grievance" form furnished by the Employer at each appropriate level of the grievance procedure (each Step) the Employee will indicate whether or not she/he wants Union representation at the grievance hearings. The Union agrees to supply all information which the Board/Employer requests to process any grievance or complaint.

STEP ONE

Within five (5) working days of the time a grievance occurs, or knowledge thereof, the Employee will present the grievance to her/his immediate - Administrator with the objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate Administrator may give her/his answer orally to the Employee.

The Employee may have the Union Steward present, if requested. The grievant must clearly indicate to the Administrator whenever a concern is being expressed as a grievance. The informal step grievance form furnished by the Employer shall be signed by the parties involved in the grievance at Step One with a copy given to the grievant.

STEP TWO

If the grievance is not resolved in Step One, the Employee must within five (5) working days after receipt of the Administrator's answer, submit to the appropriate Administrator a signed, written "Statement of Grievance" signed by the individual Employee involved. The "Statement of Grievance" shall name the Employee involved, state the facts giving rise to the grievance, identify all the provisions of the Agreement alleged to be violated by

appropriate reference, state the contention of the Employee with respect to these provisions, indicate the relief requested, and shall be signed by the Employee involved.

A meeting on the alleged grievance may take place between the grievant, Steward (if requested in writing on the grievance form) and the appropriate Administrator within ten (10) working days after receipt of the written grievance.

The Administrator may give the grievant an answer in writing within five (5) working days after the date of the meeting indicated in Step Two.

STEP THREE

If the grievance is not resolved in Step Two, it must be submitted (as stated in Step Two) within five (5) working days of the Step Two answer to the Superintendent/Designee. The Superintendent/Designee and the aggrieved Employee (Steward and/or one representative of the Union and/or council or international representative, may be present if the Employee so desires their presence in writing on the grievance form) may meet within a reasonable time, not to exceed one (1) week in an attempt to resolve the matter. The Superintendent/Designee shall render a written decision within ten (10) working days of the meeting of the parties as indicated in Step Three.

STEP FOUR

If the grievance is not resolved at Step Three it may be submitted to mediation by mutual agreement of the parties within five (5) working days of the decision at Step Three.

STEP FIVE

If the grievance remains unresolved at the conclusion of Step Three or Four, it may be submitted for binding arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Superintendent/Designee within thirty (30) calendar days from the date of the written decision at Step Three or the conclusion of the mediation session at Step Four. Within thirty (30) calendar days after submitting the notice of intent to arbitrate the grievance to the Superintendent/Designee AFSCME Council 25 arbitration department may either send a list of Ad Hoc arbitrators to the Superintendent/Designee to see if the parties can mutually accept an arbitrator or file the case with the American Arbitration Association. If the Superintendent/Designee is unable to agree to an Ad Hoc arbitrator within thirty (30) working days from the date the list was received, then the superintendent/designee may either send a list of ad hoc arbitrators to AFSCME or notify AFSCME that (s)he is unable to agree to an ad hoc arbitrator. If the superintendent/designee sends a list of ad hoc arbitrators for AFSCME to select from then AFSCME will within thirty (30) working days from the date the list was received either select an ad hoc arbitrator or AFSCME will file the case within thirty (30) calendar days of the date the list was received by the Superintendent/Designee with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The filing fee shall be shared equally by both parties. If the grievance is not processed within the timelines indicated in Step Five it shall be deemed invalid.

- E. It shall be the function of the Arbitrator, and she/he shall be empowered except as her/his powers are limited below, to make a decision in cases of alleged violations of the specific articles and sections of this Agreement.
1. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement and pertaining to the interpretation thereof.
 2. She/he shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
 3. Her/his powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this Agreement as affecting any seniority Employee or group of Employees individually identified within the bargaining unit, and shall not imply obligations and conditions upon the Board other than those in which are specifically included in this Agreement.
 4. In rendering decisions, the arbitrator shall give due regard to the responsibilities and rights of the Board and member(s) and shall construe the Agreement that there will be no interference with such responsibilities and rights, except as they may specifically be conditioned by this Agreement.
 5. She/he shall have no power to establish salary scales or change any salary or:
 - a. the termination of services of or failure to re-employ any probationary Employee except for legal-Union activities,
 - b. the placing of a probationary Employee on additional probation,
 - c. any matter involving Employee evaluation,
 - d. any matter involving disciplinary action resulting from criminal convictions,
 - e. any matter dealing with insurance carrier's policies and practice,
 - f. any matter dealing with statutes or regulatory agencies rules,
 - g. any matter dealing with the interpretation of laws,
 - h. any matter dealing with involuntary leaves imposed due to an Employee's physical or mental inability to perform their job; the Employer may be required to provide medical documentation.
 6. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 7. Unless agreed otherwise, an arbitrator shall have power to hear or determine only a single grievance in a single arbitration hearing.
 8. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Union and its

members, the Employee or Employees involved and the Employer and that there shall be no appeal from any such decision unless such decisions shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

- F. Grievances shall be deemed invalid if not presented at Step One within five (5) working days of their occurrence and/or knowledge thereof, and if not appealed within five (5) working days from decision of each level.
- G. Any written agreement reached between the Employer and the Union is binding on all Employees affected and cannot be changed by an individual.
- H. Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to Step Three, the parties may, by mutual written agreement at Step Three, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step Three while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances held at Step Three.
- I. The grievant must be present at any and all grievance hearings, unless it is agreed by both parties to postpone the grievance hearing.
- J. If the Steward is unable to attend the grievance hearing as indicated in the grievance steps because of extenuating circumstances, then the Chapter Chair person may attend in her/his place.
- K. It is understood that grievance problems will be handled at times other than when the Employee is at work, whenever possible. In the event, however, in the handling of a grievance it becomes necessary for the Steward or Chapter Chairperson to leave work, permission shall first be obtained from the Supervisor or principal. The privilege of Steward(s) or Chapter Chairperson leaving work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance. This will be done as expediently as possible with as little interruption of work as possible; they must not leave their workstations unattended unless permission has been granted. This privilege will not be abused.
- L. All arbitration hearings shall be held in the school district, whenever possible.

ARTICLE XVII- WAIVER

The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board/Employer nor the Union, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

ARTICLE XVIII- ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the Board/Employer and the Union and constitutes the entire Agreement between the Parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Copies of this Agreement shall be duplicated and distributed by the Employer to all bargaining unit members within ninety (90) days from the date of ratification by the board of education. the employer shall provide new employee's with a copy of this agreement.

This contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this contract.

ARTICLE XIX- CONTINUITY OF OPERATIONS

During the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), for any purposes whatsoever.

ARTICLE XX- BOARD RIGHTS

- A. The Board hereby retains and reserves unto itself, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board/Employer, and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific terms of this Agreement.
- C. Except as expressly provided otherwise in this Agreement, determination and administration of school policy, the operation and management of the schools and the direction of Employees are vested exclusively in the Board/Employer.

ARTICLE XXI- SPECIAL CONFERENCES

- A. There may be established under this Article a closed form, hereinafter called "Special Conference". It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.
- B. Special conferences for important matters will be arranged by the Chapter Chairperson and the Employer by mutual consent of the parties. The Union may appoint not more than four (4) members and/or council or international

representatives to represent their organization and the Employer may have a like number if it so desires. Such meetings shall be between at least two (2) representatives of the Employer and of the Union.

- C. Arrangements for the conferences shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference. The agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

ARTICLE XXII – WAGES AND DURATION

Beginning July 1, 2006 (retroactive) 1.5% with .5% lump sum payment.

Beginning July 1, 2007 1.5% with .5% lump sum payment.

Beginning July 1, 2008 1.5% with .5% lump sum payment.

A 457 plan will be available for eligible employees.

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior Agreements between the Parties and shall become of full force and effect from July 1, 2006 and shall continue in full force and effect until Midnight, June 30, 2009 and from year to year thereafter unless either Party hereto shall give the other Party at least sixty (60) days written notice, by registered letter, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to modify the existing contract.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5th day of December 2006.

CHIPPEWA VALLEY SECRETARIAL
UNION, AFSCME , CHAPTER 1884,
COUNCIL 25

CHIPPEWA VALLEY BOARD OF
EDUCATION

BY: _____
Chairperson, Negotiating Team

BY: _____
President, Board of Education

BY: _____
Council Representative

BY: _____
Secretary, Board of Education

BY: _____
Negotiating Committee

BY: _____
Michael Reeber, Chief Negotiator

BY: _____
Negotiating Committee

BY: _____
Mark Deldin, Superintendent

BY: _____
Negotiating Committee

BY: _____
Negotiating Committee

Members of Chippewa Valley
Secretarial Union Negotiating Team:

Kathie Sherrill	Dana Mullin
Sharon Wright	Cheryl Adair
Janice Gunning	Valerie Schick

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

BY _____
PRINT Last Name First Name Middle

TO _____

EFFECTIVE _____

I hereby request and authorize you to deduct from my earnings the regular and uniform monthly Union dues once each month as certified by A.F.S.C.M.E., Council 25, Chapter 1884. The amount deducted shall be paid to the Financial Secretary of the Union.

I hereby request and authorize you to deduct from my earnings a service fee up to but not to exceed the amount of the regular and uniform monthly Union dues once each month as certified by A.F.S.C.M.E., Council 25, Chapter 1884. The amount deducted shall be paid to the Financial Secretary of the Union.

This authorization shall remain in effect or be terminated in accordance with the terms and conditions of this Master Agreement.

Employee's Signature

Street Address

Date


City and State

Letter of Agreement
Between
AFSCME Chapter 1884 Council 25 Secretarial/Clerical (AFSCME)
And the
Chippewa Valley Schools (CVS)


The following is agreed to as part of the Tentative Agreement between the parties for the 2006-09 collective bargaining agreement.

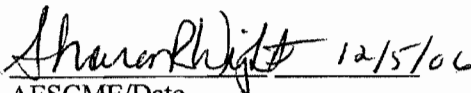
1. All vacancies will be posted and filled with current bargaining unit members in accordance with the collective bargaining agreement. CVS may fill any remaining vacant positions with substitute employees for the duration of the 2006-09 collective bargaining agreement. All vacant positions that are filled with substitute employees will be posted annually for current bargaining unit members to consider applying for commencing within 30 calendar days of ratification of the Tentative Agreement by the CVS Board of Education. Current bargaining unit members working in two- four hour positions will be entitled to prorated benefits based upon working four hours per day.
2. CVS will provide AFSCME an annual report of the estimated cost savings for using substitute employees in place of bargaining unit members for vacant positions.
3. CVS will pay for the cost of fingerprinting current bargaining unit members who have not been fingerprinted since January 1, 2006.
4. A committee of CVS and AFSCME representatives will meet beginning no later than 60 calendar days after ratification of the Tentative Agreement by the CVS Board of Education to discuss the development of job descriptions for all bargaining unit positions. All job descriptions for bargaining unit positions will be completed no later than June 30, 2007.

This letter of agreement will not set precedent for any other situation now or in the future and will expire on June 30, 2009.

 12/5/06
AFSCME/Date

MICHAEL REEBER 12-5-06
CVS/Date

 12/5/06
AFSCME/Date

 12/5/06
AFSCME/Date

CHIPPEWA VALLEY SCHOOLS

MEMORANDUM OF UNDERSTANDING

between

CHIPPEWA VALLEY BOARD OF EDUCATION

and the

SECRETARIAL/CLERICAL AFSME, CHAPTER 1884, COUNCIL 25

July 26, 1999

This Memorandum of Understanding is to verify a mutual understanding that was reached between the Chippewa Valley Board of Education and the Chippewa Valley Secretarial/Clerical Employees, Chapter 1884, Council 25 as indicated below:

Effective this date, all job vacancies occurring within the bargaining unit that previously required shorthand/dictation skills, will no longer be a minimum qualification. All future job vacancies that previously required this skill will now read "Dictation skills preferred".

It is further agreed that as a direct result of eliminating this qualification, the position(s) will not be placed in a lower classification or pay grade.

It is understood by affixing their signatures hereto, acknowledge the Agreement between the Chippewa Valley Board of Education and the Chippewa Valley Secretarial/Clerical Employees, Chapter 1884, Council 25 with the above statements.

Mark F. Deldin
Mark F. Deldin
Executive Director of
Human Resources and Operations

7/27/99
Date

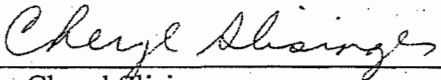
Cheryl Slisinger
Cheryl Slisinger, Chapter Chairperson
Chippewa Valley Secretarial/Clerical
AFSCME, Chapter 1884, Council 25

7/27/99
Date

MD:clerkal-memo-dictation

MEMORANDUM OF UNDERSTANDING
Between
CHIPPEWA VALLEY SCHOOLS
And
MICHIGAN AFSCME COUNCIL 25, AFL-CIO
LOCAL 1884
CHIPPEWA VALLEY SCHOOLS SECRETARIAL/CLERICAL CHAPTER


Effective August 19, 2002, the parties agree whenever an employee is granted a promotion which is on a date that is within (35) thirty-five calendar days of the date the employee was to have received a step increment, the employee will be granted said step increment and there will be no change in the anniversary date.



Ms. Cheryl Slisinger
Chapterchair Local 1884 Secretarial/Clerical

1-16-03

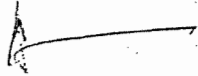
Date



Ms. Kathie Sherrill, MI AFSCME Council 25

1/16/03

Date



Dr. Michael C. Reeber
Assistant Superintendent
Human Resources

1-16-03

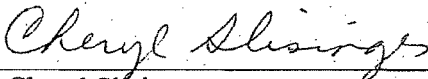
Date

MEMORANDUM OF UNDERSTANDING
Between
CHIPPEWA VALLEY SCHOOLS
And
MICHIGAN AFSCME COUNCIL 25, AFL-CIO
LOCAL 1884
CHIPPEWA VALLEY SCHOOLS SECRETARIAL/CLERICAL CHAPTER

The following is agreed to by the parties hereto:

Bargaining unit members who voluntarily apply to and are awarded a position in a lower classification shall be paid on a step of the lower classification that is at an hourly rate closest to their current hourly rate of the step she/he is assigned in the higher classification

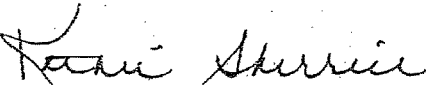
This letter of agreement will be effective November 18, 2002.



Ms. Cheryl Shisinger
Chapterchair Local 1884 Secretarial/Clerical

1-16-03

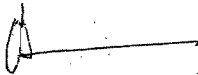
Date



Ms. Kathie Sherrill, MI AFSCME Council 25

1/16/03

Date



Dr. Michael C. Reeber
Assistant Superintendent
Human Resources

1-16-03

Date

Blue Preferred PPO Plan

Benefits-at-a-Glance

CHIPPEWA VALLEY SCHOOLS GROUP #68457-007

In-Network

Out-of-Network

Preventive Services

Health Maintenance Exam	Not Covered	Not Covered
Annual Gynecological Exam	Not Covered	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%	Covered – 85%
	One every 12 months	
Well-Baby and Child Care	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible
		Up to age 1
Immunizations	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible
		Up to age 6

Mammography

Mammography Screening	Covered – 100%	Covered – 85%
	One baseline for ages 35-40, one annually after age 40	

Physician Office Services

Office Visits	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible
Outpatient and Home Visits	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible
Office Consultations	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible
Urgent Care Visits	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered – 100%	Covered – 100%
Ambulance Services – medically necessary	Covered – 80% under MM after deductible	Covered – 80% under MM after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%	Covered – 85%
Diagnostic Tests and X-rays	Covered – 100%	Covered – 85%
Radiation Therapy	Covered – 100%	Covered – 85%
Rider ML, Waiver of Member Liability	Eliminates \$5 or 10% copay for diagnostic services and X-rays.	

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered	Covered
	Includes care provided by a certified nurse midwife	
Rider PPNV-1, Pre- and Post-natal Visits	Adds physician benefits for pre- and post-natal care visits.	
Delivery and Nursery Care	Covered – 100%	Covered – 85%
	Includes delivery provided by a certified nurse midwife	

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 85%
	Up to 365 days, 60-day renewal, additional days under MM at 100%, no MM deductible or copays	
Inpatient Consultations	Covered – 100%	Covered – 85%
Chemotherapy	Covered – 100%	Covered – 85%

Alternatives to Hospital Care

Skilled Nursing Care	Covered	Covered
Rider CC, Convalescent and Long Term Illness Care	Adds facility benefits for convalescent care in Blue Cross Blue Shield approved skilled nursing care facilities. Coverage is limited to 730 days of care for the treatment of general conditions and 90 days for mental health care. Each two days of care takes away one day of available inpatient care days.	
Rider CLC-2, Convalescent and Long Term Care	Adds physician benefits for convalescent care in Blue Cross Blue Shield-approved skilled nursing care facilities. Coverage is limited to two visits per week, per month, not to exceed 730 days of care for the treatment of general conditions and 90 days for mental health care.	
Hospice Care	Not Covered	Not Covered
	Limited to lifetime dollar maximum which is adjusted periodically	
Home Health Care	Covered – 100%	Covered – 100%
Individual Case Management	Covered – 100%	Covered – 100%

Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 85%
Voluntary Sterilization	Not Covered	Not Covered
Rider XVA-2, Excludes Voluntary Abortions	Excludes benefits for any services related to an abortion except for a spontaneous abortion, or to prevent the death of the woman upon whom the abortion is performed. BCBSM does pay for services or supplies to treat complications resulting from an abortion.	

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 85%
Rider EBMT, Experimental Bone Marrow Transplants	Establishes the criteria and clarifies which conditions are payable for experimental bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.	
Kidney, Cornea and Skin	Covered – 100%	Covered – 85%

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered – 100%	Mental Health Care: Covered – 85%
	Up to 45 days, 60-day renewal, additional days under MM at 50% after deductible	
	Substance Abuse Care: Covered – 100%, unused mental health care days, no MM coverage	Substance Abuse Care: Covered – 100%, unused mental health care days, no MM coverage
Outpatient Mental Health Care	Covered – 50% under MM after deductible	Covered – 50% under MM after deductible
Rider OPC, Outpatient Psychiatric Care	Adds outpatient mental health care in Blue Cross Blue Shield-approved facilities, up to a maximum of \$400 per member per calendar year.	
Rider OPFC-2, Outpatient Psychiatric Care	Adds medical care for outpatient mental health in approved facilities or in a physician's office, up to a combined (with hospital benefits) maximum of \$400 per member per calendar year. Copays apply based on the number of visits.	
Outpatient Substance Abuse Care – in approved facilities	Covered – 100%	Covered – 100%
	Up to the state-dollar amount which is adjusted annually	

Other Services

Allergy Testing and Therapy	Covered – 100% under MM after deductible	Covered – 100% under MM after deductible
Chiropractic Spinal Manipulation	Covered – 80% under MM after deductible	Covered – 80% under MM after deductible
	Up to 20 visits first 90 consecutive days, then 2 visits per month	
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%	Covered – 85%
	Up to 60 consecutive days of treatment per condition, additional benefits under MM at 80% after deductible	
Durable Medical Equipment	Covered – 80% under MM after deductible	Covered – 80% under MM after deductible
Prosthetic and Orthotic Appliances	Covered – 80% under MM after deductible	Covered – 80% under MM after deductible
Private Duty Nursing	Covered – 50% under MM after deductible	Covered – 50% under MM after deductible
Prescription Drugs	Not Covered	Not Covered

Deductible, Copays and Dollar Maximums

Deductible • Basic Coverage • MM Coverage	None	None
	\$150 per member, \$300 family per calendar year	
Copays • Basic Coverage • MM Coverage	None	15% for Basic covered services outside the PPO network. This amount is in addition to applicable Basic copays. * Note: Services without a network are covered at the in-network level.
	20% for general services and 50% for mental health care and private duty nursing *	20% for general services and 50% for mental health care and private duty nursing * Note: MM services are not subject to out-of-network copays.
Copay Dollar Maximums • Basic Coverage • MM Coverage – excludes mental health care and private duty nursing copays	None	None
	\$1,000 family per calendar year	
Dollar Maximums • Basic Coverage • MM Coverage	None except as noted above for transplants	None except as noted above for transplants
	\$1 million lifetime per member and as noted above for individual services	

* Note: 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.

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

Blue Preferred Rx Prescription Drug Coverage with \$10 Fixed Dollar Copay Benefits-at-a-Glance

CHIPPEWA VALLEY SCHOOLS

GROUP #68457-007

Network Pharmacy

Non-Network Pharmacy

Covered Services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered

Copays

Fixed Dollar Copay	\$10 for each prescription	\$10 for each prescription
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs (Rider MOPD)	\$10 for each prescription	Not Applicable

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescriptions (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A non-network pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks.

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Community BlueSM PPO

Benefits-at-a-Glance

Plan 1 with EBMT & XVA-2

CHIPPEWA VALLEY SCHOOLS

GROUP #68457-009

In-Network

Out-of-Network

Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Annual Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory services only	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered

Mammography

Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year, no age restrictions	

Physician Office Services

Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

Hospital Care

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

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to lifetime dollar maximum which is adjusted periodically	
Home Health Care	Covered – 100%	Covered – 100%
	Unlimited visits	

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible
Rider XVA-2, Excludes Voluntary Abortions	Excludes benefits for any services related to an abortion except for a spontaneous abortion, or to prevent the death of the woman upon whom the abortion is performed. BCBSM does pay for services or supplies to treat complications resulting from an abortion.	

Human Organ Transplants

Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Rider EBMT, Experimental Bone Marrow Transplants	Establishes the criteria and clarifies which conditions are payable for experimental bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.	
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

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

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician’s Office – excludes speech and occupational therapy	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician’s office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Prescription Drugs	Not covered	Not covered

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider’s charge.

Deductible	None	\$250 per member, \$500 family per calendar year
Copays • Fixed Dollar Copays • Percent Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	Not applicable	\$2,000 per member, \$4,000 family per calendar year
Dollar Maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

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

Blue Preferred Rx Prescription Drug Coverage with \$10 Generic/\$40 Brand Name Fixed Dollar Copay Benefits-at-a-Glance

CHIPPEWA VALLEY SCHOOLS GROUP #68457

Network Pharmacy

Non-Network Pharmacy

Covered Services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered

Copays

Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$40 for each brand name drug	\$40 for each brand name drug
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs (Rider MOPD)	\$10 for each generic drug; \$40 for each brand name drug	Not Applicable
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices, Rider PD-CM, Prescription Contraceptive Medications	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.</p> <p>Note: These riders are available only with prescription drug coverage.</p> <p>Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>	

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**CHIPPEWA VALLEY SCHOOLS
SECRETARIAL/CLERICAL SALARY SCHEDULE**

2006-2007

(Increased by 1.5%)

PAY GRADE	JOB CLASSIFICATION	STEP	STEP	STEP	STEP	STEP	STEP
		0	1	2	3	4	5
1	Clerk Typist Vocational Education Clerk	8.99	11.61	12.11	12.55	13.26	13.97
2	Clerk Typist II - Community Education - Special Education - Food Service - Mohegan Elementary Clerk General Clerk Library Clerk II (M.S. & H.S.) Receptionist	9.97	12.87	13.52	14.15	14.82	15.64
3	Clerk Typist III - AP Middle - Athletics - Guidance - Human Resources Data Entry Clerk	11.18	14.41	15.11	15.85	16.60	17.58
4	Bookkeeper - Adult Education - Athletics Clerk IV – Food Service Clerk IV – CTE Curriculum/Instructional Clerk Dispatcher Clerk Library Clerk – Elem. Media Tech Clerk Scheduling Clerk Secretary - H.S. Assist. Principal - Guidance - Transportation Secretary/Bookkeeper H.S.	12.03	15.52	16.43	17.41	18.38	19.64
5	Community Relations Clerk Pupil Accounting Clerk Secretary - Facilities/Maintenance - Elementary Principal - M.S. Principal - Technology	12.45	16.07	17.13	18.11	19.10	20.42
6	Accounts Payable Data Analyst Clerk Payroll Clerk Secretary - Business and Operations - Director Elem/Second. Education - Director Special Education - H.S. Principal	12.98	16.75	17.79	18.82	19.82	21.19
7	Bookkeeper	13.49	17.41	18.53	19.62	20.72	22.04

**CHIPPEWA VALLEY SCHOOLS
SECRETARIAL/CLERICAL SALARY SCHEDULE**

2007-2008

(Increased by 1.5%)

PAY GRADE	JOB CLASSIFICATION	STEP	STEP	STEP	STEP	STEP	STEP
		0	1	2	3	4	5
1	Clerk Typist Vocational Education Clerk	9.12	11.78	12.29	12.74	13.46	14.18
2	Clerk Typist II - Community Education - Special Education - Food Service - Mohegan Elementary Clerk General Clerk Library Clerk II (M.S. & H.S.) Receptionist	10.12	13.06	13.72	14.36	15.04	15.87
3	Clerk Typist III - AP Middle - Athletics - Guidance - Human Resources Data Entry Clerk	11.35	14.63	15.34	16.09	16.85	17.84
4	Bookkeeper - Adult Education - Athletics Clerk IV – Food Service Clerk IV – CTE Curriculum/Instructional Clerk Dispatcher Clerk Library Clerk – Elem. Media Tech Clerk Scheduling Clerk Secretary - H.S. Assist. Principal - Guidance - Transportation Secretary/Bookkeeper H.S.	12.21	15.75	16.68	17.67	18.66	19.93
5	Community Relations Clerk Pupil Accounting Clerk Secretary - Facilities/Maintenance - Elementary Principal - M.S. Principal - Technology	12.64	16.31	17.39	18.38	19.39	20.73
6	Accounts Payable Data Analyst Clerk Payroll Clerk Secretary - Business and Operations - Director Elem/Second. Education - Director Special Education - H.S. Principal	13.17	17.00	18.06	19.10	20.12	21.51
7	Bookkeeper	13.69	17.67	18.81	19.91	21.03	22.37

**CHIPPEWA VALLEY SCHOOLS
SECRETARIAL/CLERICAL SALARY SCHEDULE**

2008-2009

(Increased by 1.5%)

PAY GRADE	JOB CLASSIFICATION	STEP	STEP	STEP	STEP	STEP	STEP
		0	1	2	3	4	5
1	Clerk Typist Vocational Education Clerk	9.26	11.96	12.47	12.93	13.66	14.39
2	Clerk Typist II - Community Education - Special Education - Food Service - Mohegan Elementary Clerk General Clerk Library Clerk II (M.S. & H.S.) Receptionist	10.27	13.26	13.93	14.58	15.27	16.11
3	Clerk Typist III - AP Middle - Athletics - Guidance - Human Resources Data Entry Clerk	11.52	14.85	15.57	16.33	17.10	18.11
4	Bookkeeper - Adult Education - Athletics Clerk IV – Food Service Clerk IV – CTE Curriculum/Instructional Clerk Dispatcher Clerk Library Clerk – Elem. Media Tech Clerk Scheduling Clerk Secretary - H.S. Assist. Principal - Guidance - Transportation Secretary/Bookkeeper H.S.	12.39	15.99	16.93	17.94	18.94	20.23
5	Community Relations Clerk Pupil Accounting Clerk Secretary - Facilities/Maintenance - Elementary Principal - M.S. Principal - Technology	12.83	16.55	17.65	18.66	19.68	21.04
6	Accounts Payable Data Analyst Clerk Payroll Clerk Secretary - Business and Operations - Director Elem/Second. Education - Director Special Education - H.S. Principal	13.37	17.26	18.33	19.39	20.42	21.83
7	Bookkeeper	13.90	17.94	19.09	20.21	21.35	22.71