

Fraser Public Schools District Proposal
for a labor contract.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION

AND

FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA

September 17, 2013 TO JUNE 30, 2016

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PREAMBLE

This Agreement, effective from the 17th day of September, 2013 to June 30, 2016 is between the Fraser School District, County of Macomb, State of Michigan (hereinafter referred to as the "School Board," "Board" or "Employer") and the Fraser Paraprofessional Association, MEA/NEA, (hereinafter referred to as the "Association").

PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful Labor Relations for the mutual interest of the Employer, the employees and the Association.

Article 1.

RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the School Board included in the bargaining unit described below. This recognition clause shall be construed to apply to employees and not to work.

B. All Special Education Aides, Pre-School, Day Care and Focus Four Aides, as listed in Article 5(J), no matter the source of funding, excluding all other Board employees, shall be members of the Association.

Article 2.

RIGHTS AND RESPONSIBILITY OF THE BOARD

A. The Board on its own and on behalf of the Electors of the District, hereby retains and reserves unto itself without limitation, except as specifically set forth in this Contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing rights, the following:

1. To exercise the Executive Management and Administrative Control of the school system, its properties, facilities and the activities of its employees.
2. To hire all employees, and subject to the provisions of law and this Contract, to determine qualifications and conditions for continued employment, discipline, dismissal or demotion and to promote and transfer all such employees.
3. To decide upon the means and methods for the performance of the work covered by this contract.
4. To determine the work schedules, hours of work, duties, responsibilities and assignments of employees subject to the rights set forth in this agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, reasonable rules and regulations,

and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States, and subject to the provisions of PERA.

Article 3.

REPRESENTATION

A. The Board will be advised in writing by the Association of the identity of the President/Chairperson, Secretary and the bargaining committee when and as they are appointed and/or elected.

B. The Association shall also be allowed to have one (1) Building Representative for Dooley Elementary, Salk Elementary and Richards Middle School. The Board will be advised in writing of temporary appointments in the absence of regular representatives for such buildings and the Board shall continue to deal with such representatives until an official written notice of change is given to the Board.

C. Upon approval of the Director of Human Resources or designee, a Building Representative may be released from regular duties during working hours without loss of pay to investigate reported grievances and to present grievances to the Board. Such efforts shall not interfere with an employee's duties as determined by the Supervisor.

D. The Association President/Chairperson shall receive a copy of employment postings, school calendar and changes of employment status related to Fraser School Aides promptly after such documents have been created/posted. Such postings and notices shall be considered informational only.

E. Within 30 days of ratification (and promptly upon the effectuation of any amendments) the Association President will be provided a copy of the then current "chain of command" (i.e., organizational chart) for the District.

Article 4.

ASSOCIATION SECURITY

A. All employees covered by this Agreement may become members in good standing of the Fraser Paraprofessional Association MEA/NEA and may execute an authorization for the deduction of Association dues or representation fees in accordance with applicable law.

B. The Board shall furnish the Chapter Chairperson and Secretary one (1) copy each of the names of persons hired, within two (2) weeks following employment.

C. Upon presentation to the Board of proper authorization signed by employees, Board agrees to deduct from the pay of such employee, all dues or representation fees of the Fraser Paraprofessional Association MEA/NEA or representation fees and pay such amount deducted to said Association for every employee from whom authorization has been received.

D. The Fraser Paraprofessional Association will indemnify and hold the Board and its employees harmless against any claims made and against any suit or claim instituted against the Board, any of its members or employees, on account of any check-off of Association dues or the discharge of an employee for the failure to authorize the deduction of dues or representation fees or the failure to pay such dues or fees.

Article 5.

SENIORITY

A Seniority shall be determined on a Unit and a Classification basis for purposes set forth in this Agreement.

B. Unit seniority shall commence with the first date of employment to a permanent position in the Bargaining Unit, provided, the Employee has successfully completed the probationary period and the employee was continuously employed throughout the probation period.

C. PROBATIONARY EMPLOYEES. New employees hired in the Unit shall be considered probationary employees for the first six (6) months of employment, but shall be treated as regular employees for salary purposes only. Probationary employees are not entitled to seniority status until the completion of the probationary period. Probationary periods may be extended by mutual agreement between the Association and the Board. Probationary employees, while in the probationary period, may be terminated without recourse to the grievance procedure. Such employees shall

be represented by the Union for all purposes under the Agreement during the probationary period, except that no action may be taken against termination of the employee during the probationary period. During the probationary period, employees shall not be entitled to receive fringe benefits, if any, provided to regular full time employees. Time lost as a result of non-compensable leave and involuntary layoffs shall be added to the probationary period.

D. Classification seniority shall commence with the first date of placement in a particular classification within the Bargaining Unit.

E. A seniority list will be furnished to the Association during the first semester of each school year, setting forth the order of seniority by name, and by seniority in the Bargaining Unit and in each particular classification. Each employee and the Association shall have accepted the seniority list in total if no written objections are received by the Director of Human Resources within five (5) working days following the distribution of the seniority list.

F. Where more than one (1) employee is hired on the same date (either in the Unit or in a particular Classification), Unit and Classification seniority shall be determined by the time of day the employee is officially registered with Human Resources.

G. Seniority shall be broken and employment in the District ended for any of the following reasons:

1. If an employee quits or retires.
2. If the employee is discharged and the discharge is not reversed through the grievance process in this Agreement.
3. If the employee is absent for three (3) consecutive working days without giving proper notification or satisfactory reasons to the Board for such absence.
4. If the employee fails to timely return to work from a leave of absence or when recalled from layoff (as set forth in the Recall procedure in this Agreement).
5. If the employee is on layoff for a period exceeding his or her seniority, or one (1) year, whichever is greater.
6. If the employee has voluntarily transferred out of the bargaining unit for a period exceeding one (1) year.
7. If an employee is on a non-compensable leave of absence for a period greater than one (1) year.
8. If the employee gives a false reason for a leave of absence or engages in other employment during any leave.

H. Employees who have been laid off shall not accrue seniority during the period of the layoff. Employees on a non-compensable leave of absence for reasons other than illness (unless the leave qualifies as an FMLA leave) shall not accrue seniority during the leave of absence. Any lost time shall be subtracted on a full month basis using the majority of work days in a month as the determining factor. Seniority adjusted as a result of time lost shall be reflected on the next seniority list. [Example:

Initial date of employment being January 1, 2013, less time lost of six (6) months = seniority date adjusted to July 1, 2013.]

I. In the event an employee under this Agreement voluntarily transfers out of the bargaining unit, all unit and classification seniority shall be frozen as of the effective date of such transfer. All unit and classification seniority under this Agreement shall be broken if the period of transfer exceeds one (1) consecutive year.

J. For purposes set forth in this Agreement, classification seniority shall be based upon the following classifications:

- Pre-School Aides (includes Day Care providers, Pre-School and Caregivers);
- Focus Four Aides/Associate Teacher and Lead Caregiver;
- SSLI Special Education (MISD) Aides;
- Special Education Aides (including resource room, Early Childhood Special Education (ECSE Aides), Cognitively Impaired (CI) and Autism Spectrum Disorder (ASD) Aides; and Least Restrictive Environment (LRE) Aides.

Article 6.

LAYOFF & RECALL

A. A layoff is a reduction in force that may occur because of a decrease in revenue, declining enrollment or decrease in work. Layoffs shall take place by Classification within the Association according to need, as determined by the Board. The least senior employee in the affected classification shall be reduced first, provided

there is a remaining bargaining unit employee in the classification who is fully qualified to perform the necessary assignments. If not, then the qualifications of bargaining unit members in other classifications will be considered with a goal of having the least senior member being the one placed on layoff.

B. In the event of layoff or reduction in force, Board Representatives will meet and inform representatives of the Association of the reductions to be made. Notice in writing, with a copy to the Association, shall be provided to the employees at least seven (7) working days prior to such layoff.

C. In the event of a building emergency, or the specific needs of particular students, which requires the layoff or the reduction of hours of employees, such affected employees may be laid-off without regard to seniority or notice for periods of short duration. It is intended that this Section shall be operative only when the layoff period is ten (10) working days or less, except in the cases of Special Education Aides near the end of the school year. In such event, the affected employees may continue their pay through use of vacation or sick pay, if any, and are not eligible for unemployment benefits for that period.

D. In the event of a layoff, the work force shall be reduced in the following order: temporary employees performing Bargaining Unit work, probationary employees and then seniority employees in each classification in reverse order as their names appear on classification seniority lists.

E. The layoff procedures in this Agreement do not apply to the normal reduction of the workforce during the time school is not in session.

F. BUMPING

1. Laid-off employees in the Special Education classifications shall have the right to accept the layoff or exercise seniority rights to bump. In exercising a bump, laid-off Special Education employees shall displace any less senior employee in any other classification provided the employee is fully qualified to perform the available job. The least senior employee remaining unplaced after bumping is completed, shall be laid off.

2. Laid-off employees in the Pre-School, Day Care and Focus Four Aides classification shall have the right to accept the layoff or exercise seniority rights to bump. In exercising a bump, such laid-off employees shall displace any less senior employee in the same classification provided the employee is fully qualified to perform the available job. The least senior employee remaining unplaced after bumping is completed, shall be laid off.

3. Notwithstanding the foregoing, Special Education employees in the Least Restrictive Environment (LRE) and SSLI classroom aides classifications shall not be bumped at any time during a school year or beyond the school year if it is determined that not continuing the assignment to an individual student would be detrimental to the student's interest as established in the individualized education plan. Any person seeking to bump into an LRE position shall have prior experience in dealing with disabled children and selection will be subject to input from the parents of the student and the teacher. The District's determination under this paragraph may be grieved but is subject to the arbitral review standard set forth in Article 9, Section B(4).

G. If, after twenty (20) working days, an employee bumping into another classification has been determined by the supervisor or the Director of Human Resources to be unable to perform satisfactorily, the employee shall be removed from the position and placed on layoff status. The next most senior employee on layoff status in the affected classification having the skills and qualifications to perform the job as stated in the applicable job description will be offered the position.

H. Laid-off seniority employees shall be recalled in the inverse order of the layoff. Employees shall be recalled to the first available opening for which s/he possesses the required qualifications. A recalled employee is required to report to work within seven (7) days from the date of mailing of the notification.

I. Notice of recall shall be accomplished by both mailing of a certified letter to the employee's last known address and attempting to reach said employee by telephone. A copy of each letter is to be sent to the Association president.

Article 7.

VACANCIES, TRANSFERS, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES

A. VACANCIES.

1. Vacancies shall be defined to include new positions and positions in existing job classifications within the Bargaining Unit which are vacant and which have not been terminated or eliminated by the Board. The change of two (2) hours or less to a daily work schedule (or four (4) hours or less for a Special Education Aide) does not create a vacancy.

2. The provisions of this Article regarding vacancies shall not apply to temporary vacancies occurring as a result of leaves of absence granted in accordance with this Agreement for illness, FMLA, or a temporary disability of an employee, where the employee intends or is reasonably expected to return to work during the current school year.

B. NOTICE AND POSTING.

1. All vacancies, including newly created positions, shall be filled within sixty (60) days from the date the position becomes vacant (or is created) except in extenuating circumstances.

2. The Board shall give written notice to the Association of vacancies. The notice can consist of a job posting for a position to be filled and shall include the classification, title, the area (building) where the classification is currently assigned, the number of hours, job duties and the qualifications or requirements reasonably necessary to perform the job. This notice shall be given seven (7) working days prior to the filling of any vacancy.

3. Any employee desiring to bid for a vacant job shall forward to Human Resources, within seven (7) days of notice to the Association, a letter expressing interest in the position and a description of skills and experience sufficient to meet the selection criteria. Failure of an employee to make such application during this time will bar said employee from any grievance for not being selected.

C. SELECTION.

1. In filling vacancies, first consideration will be given to qualifications, personnel records and seniority of employees who have applied for the position. Outside applicants may also be considered. Applicants for Special Ed Aide classifications may require additional experience and qualifications to perform the work.

2. Opportunities to complete minimum qualifications for each position may be offered at times other than working hours (non-compensable). Any added or new qualifications imposed by the Board, including any new or periodic training required to continue to be placed in the position, shall be paid for by District and compensated at the member's regular hourly rate, only if the training occurs during regular working hours. All aides will be provided appropriate and available MISD-training at District expense, to meet State or federal standards necessary, if any, to maintain employment in their specific position.

3. Applicants for vacant positions in the LRE Aide classification should have prior experience in dealing with disabled children and selection for any vacancy in that classification will be subject to input from the parents of the students and the discretion of the Director of Special Education.

4. In the event of a vacancy in the unit, the most senior qualified and otherwise appropriate employee will be selected. Movement from one job to another as a result of bidding shall be in compliance with this Article. The determination for placement of Special Education Aides will be within the discretion of the Director of Special Education.

5. Whenever a vacancy is filled by a member of the Bargaining Unit, or a member is granted a requested transfer, that individual shall not be permitted to exercise rights to bid on another vacancy or secure another transfer for a period of one (1) year from the selection date.

6. During the bidding procedure, the job opening may be filled temporarily as determined by the supervisor or by the Director of Human Resources. An employee applicant for a vacancy who is denied such position shall be notified in writing or by telephone. The decision with respect to qualifications shall be based on the opinion and discretion of the supervisor and/or the Director of Human Resources. The determination may be grieved but is subject to the arbitral review standard set forth in Article 9 Section B(4).

7. District employees selected for vacancies, shall be given a trial period not to exceed twenty (20) work days to demonstrate the ability to meet the standards of satisfactory performance in the new job. During such time, the individual shall be provided with any special training required of the new position (excluding educational degree requirements) at District expense and on District time, including any required medical or specialized training. During this time the employee shall be permitted to transfer back to the former job within the Bargaining Unit. The employee can also be transferred back by the Director of Human Resources for failure to meet the standards of required performance. The review of the employee's performance shall be based on the opinion and discretion of the supervisor and Director of Human Resources, subject to the grievance procedure.

D. TRANSFERS.

1. Subject to Section B(3) of this Article, above, employees may request a transfer in writing to the Director of Human Resources for any vacant position. The written request shall state the position to which the employee desires to be transferred and the reasons for requesting the transfer. In the event the requested transfer is denied, the Director of Human Resources or his designee shall, upon the request of the employee, give written reasons for the denial of the requested transfer.

2. An employee may be transferred at any time to meet specific articulated needs of the Board. Prior to such a transfer, a meeting will be held with the effected employee and the Director of Human Resources, or his designee, at which time the real reason for the transfer will be discussed. Such transfers shall only be made to meet the needs of the School District and its students and/or to promote efficiency, and not for disciplinary reasons.

Article 8.

TRANSFERS OUTSIDE THE BARGAINING UNIT

A. In the event an employee in the Bargaining Unit is transferred or otherwise fills another position with the Fraser School District but outside the Bargaining Unit, a trial period not to exceed twenty (20) work days shall be granted in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. During this time said employee will be entitled to transfer back to the former job either at the employee's request or in the discretion of the Board. Selection for such

position shall be within the discretion of the Board and shall not be the subject matter of the grievance procedure of this Agreement.

B. In the event said employee is returned to the Bargaining Unit during the trial period, s/he shall return to the former position with no loss of previously accrued seniority, including time spent in the trial period.

Article 9.

GRIEVANCE PROCEDURE

A. DEFINITION.

A grievance is a complaint about an act or condition which affects the welfare or working conditions of an employee or group of employees, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PROCEDURE.

1. All specified time limits herein consist only of assigned work days with the understanding that a day will be counted as a work day if the Central Administration Offices are open, even if an Association member is not scheduled (i.e., during the summer months).

2. Problems and grievances shall be presented and adjusted according to the following procedure:

3. Any employee with a problem or grievance as defined herein must informally discuss the matter directly or accompanied by a Union representative with the appropriate member of the administration.

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with her/his immediate supervisor or appropriate administrator within ten (10) days following the act or condition, which is the basis of the grievance. Within ten (10) days after receipt of the grievance, the supervisor or appropriate administrator, shall state his/her decision in writing, together with the supporting reasons, and shall furnish a copy to the aggrieved party and the Association. Employees shall be considered to have knowledge of information appropriately published/posted by the Board or its designee.

Step 2. In the event the matter is not resolved at the Step 1 level, the Aggrieved party may appeal to the Director of Human Resources within ten (10) work days after the receipt of the decision of the supervisor or appropriate administrator. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

Within ten (10) work days after receipt of the Step 2 appeal, the Director of Human Resources, shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party and the Association. If a grievance originates at Step 2, any appeal would be to Step 3.

Step 3. In the event the matter is not resolved at the Step 2 level, a written grievance may be filed with the Superintendent, or his/her designee, within ten (10) work days following receipt of the decision of the Director of Human Resources at Step

2. The appeal shall be in writing and shall be accompanied by a copy of the original grievance. Within ten (10) work days after receipt of the appeal, the Superintendent or his/her designee shall communicate a decision in writing to the Association and aggrieved party.

Step 4. If the Association is dissatisfied with the decision of the Superintendent, or his/her designee, the Aggrieved party may, within ten (10) work days of receipt of the Step 3 response, file a written notice to the other party of an intention to arbitrate. If timely notice is not so delivered, the grievance shall be abandoned. Upon receipt of the written notice of arbitration, the parties shall confer to select an impartial arbitrator within ten (10) work days of the request for arbitration. If the parties are unsuccessful, then the party requesting arbitration shall, within twenty (20) work days of the date of the notice of intent to arbitrate, file a demand for arbitration with the American Arbitration Association, sending a copy of such demand to the opposite party. This Step 4 of the grievance procedure shall not apply to verbal or written reprimands.

4. Where an issue in arbitration involves the hiring or placement in a position in the bargaining unit other than "Pre-School Aides", there shall be a presumption that the District has exercised sound discretion based on specialized knowledge concerning the needs of its students, teachers and families. To overturn such decisions, the Association and employee must rebut the presumption with substantial evidence that the District acted in an arbitrary and capricious manner.

5. The Arbitrator's decision shall be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no

authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific and express provisions of this Agreement. At all times, the Arbitrator shall be subject to the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitutions of the United States and of the State of Michigan, and all other applicable state and federal laws. The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding. The cost of arbitration shall be borne by the losing party; however, each party shall bear its own expenses.

C. GENERAL.

1. All written complaints or grievances must be specific. They shall contain a concise statement of the facts upon which the grievance is based; a specific reference to the Articles and sections of the Agreement which have allegedly been misinterpreted or violated; the specific nature of the relief requested; and shall be signed by the employee(s) involved.

2. Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

3. If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

4. Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

5. A grievance may be entertained in or advanced to Step 2 of the grievance procedure if the parties both agree.

Article 10.

DISCIPLINE AND DISCHARGE

The parties agree that any discipline including discharge shall be for just cause and that the employee and Association will be provided copies of all discipline in writing with copies of any investigation and findings at the time discipline is imposed.

Article 11.

NO STRIKE

A. For the duration of this agreement, the Association will not engage in, authorize, or encourage any interruptions of education or subsidiary related activities due to a cessation, withdrawal, or withholding of services either in whole or in part by members of the Bargaining Unit for any reason. No officer or representative of the Association or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Board authorize or encourage the same nor lock out employees. Employees

of the district violating any of the above conditions shall subject themselves to disciplinary action, including discharge.

B. The Association shall have no liability under this article if it, immediately upon knowledge or notice of any of the activities set forth in Section A above, does both of the following:

1. Post immediate notices at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association.

2. Further advises any and all employees involved, along with any available local media outlets, as reasonably requested by the Board to be contacted by the Association, that such employees are in violation of this Agreement and that all such employees shall return forthwith to regular duties.

Article 12.

PHYSICAL EXAMINATIONS

A. In the event the Board elects to conduct an initial medical examination for employment of new personnel in the Bargaining Unit for an individual already employed by the District, the examination is to be paid by the employer. Health Examination Procedures will be as follows:

1. In cases where school employees are required by law to furnish evidence of a negative T.B. skin test or x-ray, such test will be given to all employees in the Bargaining Unit and the employees shall not be charged for such test. At the time of the

skin test, employees on scheduled work will be temporarily released from their job without loss of pay. Employees not on scheduled work shall initiate attendance for this skin test.

2. All chest x-rays and T.B. skin tests required by law shall be completed in compliance with the law.

3. Employees who show a positive reaction upon taking a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from the date of notification of such reaction or within two (2) weeks after receiving notification from the Health Department to report for an x-ray. Payment by the district, if any, shall be limited to the cost of the x-ray, only if not covered by any health insurance coverage available to the employee. Employees on scheduled work will be temporarily released from their job without loss of pay.

B. Every employee shall be required, on an annual basis, to complete a blood borne pathogen tutorial program offered by the District on her/his own time without extra compensation. Any Bargaining Unit member, who in the performance of their job responsibilities, comes in contact with any student's blood or other bodily fluids will be referred to the District's regular clinic. In such cases, all employees shall be provided with appropriate medical coverage for any work related health injuries or illnesses as required by Michigan Workers Compensation laws.

C. In the event there is medical evidence or reason to suspect that an employee is either not fit to perform his/her duty, or the employee is being rendered incompetent by physical and/or emotional disability, the District may require that such

employee be examined by a physician or psychiatrist appointed by the District, at the District's expense. The opinion of the District's doctor shall be final unless challenged by the employee and the challenge is upheld by a medical doctor specializing in the area of medicine at issue, who is selected by the District and the Association and paid by the District. The determination of such mutually selected expert shall not be grievable or subject to any further challenge by either party.

D. Any employee in the Bargaining Unit unable to work because of illness for a period of three (3) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to justify the absence and establish when his/her condition warrants a return to work. In the event an employee is absent from work as a result of illness for a longer period of time, the Board may require that s/he be examined, at the Board's expense, by a physician appointed by the Board who shall certify said employee is capable of performing his/her job and is ready to return to work. The opinion of the Board's doctor shall be final, subject to the following: At the employee's request, another examination shall be scheduled in which the cost shall be borne by the Board, by an appropriate specialist in the area of controversy, selected by the Board and the Association for final determination in the matter which shall be binding on the parties.

Article 13.

HOURS AND OVERTIME

A. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

B. The normal work day for regular full-time employees in the Bargaining Unit shall be 7 or more hours per day, 5 days per week. The regular work day shall be determined by the immediate supervisor. This Section is not to be construed as and is not a guaranty of any number of hours of work per day or per week. This Article shall not supersede Article 6 (Layoffs and Recalls).

C. The Board reserves the right to reduce work hours of individual employees in the event of an emergency, crisis, financial crisis, a change in the conditions of a special education student or for other operational or financial purposes. If hours are reduced, the Association will be notified as soon as practical and allowed to discuss the proposed changes with the Board's representatives before they are put into effect. The Board's determination of the need to reduce work hours because of the existence of an emergency, crisis, finances or change in conditions concerning a student shall not be subject to arbitral review.

D. The normal work year for regular full-time school aides shall be as follows:

1. Special Education Aides: The student school calendar, beginning the first student school day and ending on the last student school day; provided, that SSLI Special Education Classroom Aides shall begin one day before the first student school

day; and provided further that LRE Aides, upon written request and with pre-approved written permission from the Director of Special Education, can begin one (1) day before the first student school day if necessary to set up required equipment or for other legitimate reasons. No bargaining unit member will be permitted to work without being requested to work.

2. Pre-school/Day Care/Focus Four Aides: The student school calendar, beginning the first student school day and ending on the last student school day.

3. It is further agreed that if a teacher provides a written explanation for the need for a Classroom Aide prior to the first day of school, such request will be given due consideration.

E. A regular starting time for each position will be established at each school building at the beginning of each school year, subject to change due to curriculum changes, student-scheduled school days such as split sessions, half day sessions, etc. and/or in the interest of the school and/or students, as determined by the supervisor.

F. Pre-School, Daycare and Focus Four Aides shall be entitled to not more than two (2) ten (10) minute breaks per day prorated to a six and/or seven (7) hour work day as assigned by the immediate supervisor; however, additional time for lunch not to exceed thirty (30) minutes in total may be permitted provided the immediate supervisor can reasonably schedule such time. Employees that work less than six (6) hours in those classifications will have no lunch and if working less than four (4) hours, no break. Special Education Aides (all classifications) shall receive a thirty (30) minute unpaid lunch period when scheduled to work four (4) or more hours.

G. 1. Overtime shall only be worked with prior approval of the supervisor, except when it is necessary for the employee to work overtime due to the failure of a parent or guardian to timely pick up a child from Daycare or Latchkey programs. In that instance, the employee shall immediately call the supervisor to advise of the situation. If personal contact cannot be made, a timely voicemail on the cell phone of the supervisor is required. The employee shall then immediately contact the parent or guardian responsible to determine the timeframe for the pick up of the child. The employee shall document the name of the child, parent and/or guardian, the time of the eventual pick up and provide that information the next school day to the immediate supervisor.

2. Overtime will be paid at the rate of 1-½ times the regular hourly rate for all work in excess of forty (40) hours in any given work week. Overtime shall not be pyramided and shall only be worked with prior approval of the supervisor. Substitutes will not work overtime as long as regular employees are available, except in the LRE and CI Classifications.

H. When students are not in attendance for a school day due to an "act of god" or "other conditions" the Superintendent or his designee shall determine whether Bargaining Unit employees covered by this Agreement shall be required to report to work. If employees are not required to work, they will not be paid. In the event any day that school is closed for such reasons is rescheduled as a make-up day for students, employees in the Bargaining Unit shall report to work on the make-up day(s) even if such days result in an extension of the employee's regular work year.

Article 14.

MISCELLANEOUS

A. A bulletin board will be available in each building for posting notices and other materials. The Association assumes the responsibility for all materials posted thereon. The Association shall have access to the existing interschool mailing system for distribution of reasonable notices. Copies of any notices posted or mailed to the employees shall be forwarded to the Director of Human Resources.

B. The Association will be permitted the use of school facilities for regular and special business meetings of the Association, provided that such use is requested through normal channels, is approved in advance, does not disrupt other commitments for use of the premises and does not incur additional cost to the school district.

C. In the event an employee will not be able to report for his/her assigned duties, Pre-School, Daycare and Focus Four Aides will be responsible to report the absence to the Building Administrator, and Special Education Aides will report to the particular teacher to whom s/he is assigned. Such notice must be at least one (1) hour prior to the beginning of his/her first (1st) hour assignment as scheduled. The employee shall identify themselves, identify the location of employment, and give the reason for absence. Employees are not to leave the building during regular work assignments without permission or approval of the Building Principal or his/her Designee.

D. Any meeting scheduled by the District held after school at which attendance is required shall be paid on a straight time basis.

E. In the event the Board is awarded state, federal or other agency grants to fund a special purpose academic program during the normal school year that requires the temporary employment of a unit employee, employees will be given an opportunity to bid on the job as posted. Such jobs shall be considered a Bargaining Unit position. Further, employees assigned to such a grant position and hired from the outside shall become members of the Bargaining Unit. Pursuant to the requirements of the grant, compensation for a particular position may exclude fringe benefits and the position may be terminated as determined by the Board. A unit employee terminated from such a grant position due to the termination of funding, may return to the job previously held, in accordance with the provisions of Article 6.

F. In accordance with Section 15 of the Public Employment Relations Act, MCL 423, this entire Agreement, or specific provisions of this Agreement, may be rejected, modified or terminated by an emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 435 MCL 141.1541 et. seq., as provided in such Act.

Article 15.

VACATIONS

All full-time employees in the SSLI classification, only, shall be eligible to receive and shall earn vacation days. The number of days earned, the manner in which such days are earned and the use and payment of vacation days shall be established by the Macomb Intermediate School District. Any vacation time taken during the school year shall not interfere with the efficient operation of the school district.

Article 16.

HOLIDAYS

A. All bargaining unit members shall receive holiday pay for the following four (4) paid holidays: Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day; provided the employee has worked the full regularly scheduled straight time work day immediately preceding and immediately subsequent to the paid holiday (except in extenuating circumstances). Employee shall be paid at the regular hourly rate for the number of hours that would otherwise be scheduled to work on that day. No holiday for which an employee is paid (and during which s/he did not work) shall be considered or treated for any purposes under this Agreement as time actually worked.

B. All full-time employees in the SSLI job classification who have worked the full regularly scheduled straight time work day immediately preceding and immediately subsequent to the paid holiday (except in extenuating circumstances) shall be paid the regular hourly rate for the number of hours that would otherwise be scheduled to work. No holiday for which an employee is paid and during which s/he did not work shall be considered or treated for any purpose under this Agreement as time actually worked. The listing of the particular paid holidays and the manner for payment shall be as set forth in writing as directed from the Macomb Intermediate School District to the Employer.

C. Holidays that fall on a Saturday, will be observed on the preceding Friday. Holidays that fall on Sunday, will be observed on the subsequent Monday.

Article 17.

LEAVES OF ABSENCE

A. SICK LEAVE:

All full-time bargaining unit members will earn one (1) sick day for every month of service for a maximum of ten (10) sick days per calendar year. A sick day will consist of the employee's regular number of hours that would otherwise be scheduled to work. For employees working less than full-time, sick time will be prorated. Employees will be allowed to accumulate up to 75 sick days. There shall be no pay out of sick days when the employee retires or employment is terminated for any reason.

B. An unpaid leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. REASONS.

A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

a. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.

b. For family medical care for up to one (1) year, provided the employee has been continuously employed by the District for over one (1) year.

c. For personal business such as promotional employment opportunity in public education outside the District, child care or education, or being elected to union office for up to one year.

- d. For active military service for up to the period of the active military service.
- e. For workers compensation disability for up to the period of the disability.

2. APPLICATION.

A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The board shall consider an application for a leave of absence at its first Regular meeting following submission of the application, provided it is submitted at least seven (7) calendar days prior to a Regular Meeting.

3. PAY. All leaves of absence granted in accordance with this Section shall be without pay.

4. SENIORITY. During a leave of absence for family medical care, personal illness, medical disability, personal business, or union office work, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. RETURN TO WORK FROM LEAVE OF ABSENCE. An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) calendar days prior to the expiration date of the leave of

absence. The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to have terminated employment with the school district, unless an extension of the leave of absence has been granted.

6. VACANT POSITIONS. During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee at the option of the Board. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with Article 7 of this Agreement.

7. GENERAL. In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

C. BEREAVEMENT LEAVE

Employees shall be granted up to three (3) workdays without loss of pay to attend a funeral for a death in the employee's or his or her spouse's immediate family (spouse, child(ren), parent, brother, sister, step-parents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren, or other relative

residing in the employee's household), which shall be charged against the employee's personal (sick) leave bank.

Upon approval of the Director of Human Resources, employees shall be granted up to five (5) workdays without loss of pay to attend the funeral of an immediate family member as defined above when the funeral is over 250 miles away, which shall be charged against the employee's personal (sick) leave bank.

In the event an employee has exhausted his/her accumulated and accrued personal (sick) leave bank, the employee shall be granted up to three (3) or five (5) workdays (dependent on the circumstances as noted above) without loss of pay to attend a funeral in the employee's or his/her spouse's immediate family as defined above, subject, however, to the approval of the Director of Human Resources. In this event, the employee's personal (sick) bank will fall into a negative balance and will work itself back to zero over time. This is the only circumstance where an employee's bank will go into a negative balance.

In the event that the employees personal (sick) leave bank has not reached zero after either four (4) months if granted three (3) days, or six (6) months if granted five (5) days, the number of new sick days added to the employee's personal (sick) day account added at the beginning of a school or contract year shall be reduced by the appropriate number of days to offset and cover the remaining leave days that were advanced to the employee.

Documentation of the employee's attendance at the funeral of the death of a family member must be obtained if requested by the Director of Human Resources.

D. MATERNITY LEAVE

1. While an employee may use FMLA time for maternity, an employee who continues to be disabled by conditions related to maternity shall have the right to return to active employment so long as the leave is limited to the period of her disability if it continues beyond the period otherwise allowed by law.

2. Unpaid leaves of absence for reason of the birth of a child shall commence no sooner than four (4) weeks prior to the expected birth date unless the Board is provided medical proof of the necessity to discontinue sooner. However, the employee may, if she so desires, work as long as she is physically and medically capable. The employee shall be expected to return to work within forty-five (45) days of the birth of the child, unless medical proof is provided which indicates that said employee is physically unable to perform her duties. The Board reserves the right to confirm any medical proofs required herein by physical examinations performed by a physician appointed by the Board and the Association whose opinion shall be final.

3. The length of permitted leaves of absence for reasons of pregnancy shall be controlled as above set forth. The Board will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute. Prior to the return from Maternity Leave, the employee shall give the Board twenty (20) days notice of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of said Maternity Leave.

E. JURY DUTY

In the event an employee is assigned jury duty, such employee will be allowed time off from work without pay to serve on a jury.

F. FMLA LEAVE

An eligible employee shall be entitled to a family medical leave of absence pursuant to the Family and Medical Leave Act. Any available paid time off must be used first with the remainder of the leave being without pay. A rolling twelve (12) month leave period shall be utilized.

Article 18.

INSURANCES

A. HEALTH INSURANCE

1. Effective sixty (60) days after the ratification of this Contract, medical insurance coverage shall be provided for all full-time employees who qualify. Employees working less than full-time will be required to pay a prorated amount of the monthly premium. The Board shall contribute to the cost of medical insurance premiums for employees who are not eligible to be covered by another employer paid medical insurance plan. Employees shall certify this fact in writing as a precondition of becoming eligible for coverage and thereafter, upon request. Failure to provide such certification shall mean the employee is not eligible for such coverage.

2. The Board shall provide the level of medical insurance as set forth in the

Appendix to this Agreement. The Board shall have the right to change insurance carriers provided the Plans are comparable, following reasonable notice to and discussions with the Association.

3. All employees taking such coverage shall pay 20% of the applicable monthly premium cost on a pre-tax basis via payroll deduction.

4. Employees not covered by, and not eligible to be covered by, another group medical, prescription, dental or vision insurance plan shall be eligible to purchase medical and prescription insurance, optical and/or dental insurance at group rates, for the employee's spouse and dependents, and dental, vision and disability coverage for the employee. Employees purchasing such coverage shall do so on an pre-tax basis through payroll deduction to the extent permissible by law; any balance to be paid on the monthly insurance premium shall be paid by the employee no later than the 15th of the month for each month of coverage. The scope and provisions of such coverage shall be governed by the terms and conditions of the applicable policy. The provisions of this paragraph are subject to the Board's insurance carrier(s) permitting eligible employees to purchase such coverage as set forth above.

5. SSLI Aides eligible for medical, dental, vision and/or disability insurance coverage shall be responsible to contribute a percentage of the premiums subject to Michigan law, Board policy and Macomb County ISD policies and procedures.

B. LIFE INSURANCE

Employees shall have the option of purchasing life insurance on his/her own life

at group rates, subject to the approval of the appropriate insurance company.

Employees purchasing such coverage shall do so on a pre-tax basis through payroll deduction to the extent permissible by law.

Article 19.

WAGES AND PAYROLL

A. WAGES AND PAYROLL

The payroll period shall be twice per month as designated by the Board.

B. HOURLY RATES

The hourly rates for all classifications in the bargaining unit shall be increased by two (2%) percent, effective on the date of ratification and approval of this Agreement.

2014-15:

In the event the District's General Fund Balance, defined as the total of the audited General Fund Balance, is in excess of 2.95 million as of June 30, 2014, then the hourly rates for all classifications in the bargaining unit shall be increased by 1 ½ % effective July 1, 2014.

2015-16:

In the event the District's General Fund Balance balance as defined above, is in excess of 2.95 million as of June 30, 2015, as determined by the audit in the Fall of 2015, then the hourly rates for all classifications in the bargaining unit shall be increased by 1 ½% effective July, 2015.

Article 20.

WAIVER

A. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto. This section is not to be construed as bypassing the grievance procedure for processing complaints, but is reserved for significant problems which may develop during the term of this Agreement.

B. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, such article, section or clause shall be automatically deleted from this Agreement. The parties shall meet and endeavor to negotiate a satisfactory substitute in conformance with the law. All remaining portions of the Agreement shall remain in full force and effect for the duration of the Agreement.

Article 21.

DURATION

A. The Agreement shall be in effect from the date of ratification and approval of this Agreement and ending June 30, 2016. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) calendar days prior to June 30, 2016. In any event, this Agreement shall not be extended beyond June 30, 2016 except by written consent of the parties.

B. Notice as specified above shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association, MEA/NEA Local 1, 38550 Garfield, Suite B, Clinton Township, Michigan 48038-3406, and if the Board, addressed to the Fraser Board of Education, 33466 Garfield Road, Fraser, Michigan 48026, or to any such address that the Union or the employer may make available to each other.

C. This Agreement shall not become effective unless and until it is ratified by a majority of the members of the Fraser School Aide Association, MEA/NEA, present at a meeting called for this purpose; and approved by the Board of Education.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

**THE FRASER PARAPROFESSIONAL
ASSOCIATION, MEA/NEA**

By: Patricia Palmer
Patricia Palmer, Association President

By: Freya Weberman
Freya Weberman, MEA/NEA Local 1
Uniserve Director

BOARD OF EDUCATION

By: Gerard Gauthier
Gerard Gauthier, Board President

By: James Birko
James Birko, Board Secretary

~~December~~ 17
November _____, 2013

~~Jan. 13~~
November _____, 2014

Ratified by the Fraser Paraprofessional Association, MEA/NEA on September 11, 2013.

Approved by the Board of Education of the Fraser Public Schools District on
September 16, 2013.

LETTER OF AGREEMENT
BETWEEN
BOARD OF EDUCATION, FRASER SCHOOLS DISTRICT
AND
FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA

In conjunction with negotiations toward a new Collective Bargaining Agreement ("CBA") to be effective from September 17, 2013 to June 30, 2016, the parties have made the following supplemental agreements with respect to Article XVIII – Insurances, paragraph A (Health Insurance), Sections 4 and 5 as they relate to current Unit members working in the Severe Speech and Language Impairment ("SSLI") classification:

1. This Letter of Agreement applies only to the following SSLI Aides while they work in the SSLI classification: Maria Cecchini, Karen Ellwood, Judith Naber, Patricia Palmer, and Deborah Suwinski (collectively referred to as the "current SSLI Aides").
2. The current SSLI Aides shall be provided, during the term of the CBA, medical/prescription insurance benefits (not vision, dental, life or disability coverage) which were provided pursuant to the BCBS PPO Plan in effect (with single, two person or full family coverage, and deductibles, co-pays and other provisions) immediately prior to the effective date of the CBA, in accordance with PA 152 of 2011.
3. Notwithstanding the provisions of paragraph 2 above, in the event the Macomb County Intermediate School District (ISD) reduces the level of funding that is reimbursed to the District for the current SSLI Aides, the Aides shall be responsible for the difference between the cost and the reimbursement amount; provided however, (a) the Board shall provide written notice to the current SSLI Aides and the Union within five (5) business days of receipt of notice by the District from the ISD that it is taking such action; (b) the Board and the Association, upon the request of either, shall negotiate regarding the change in funding; and (c) the Board, upon the written request, shall provide the Association with documents regarding the change in funding to the extent such documentation is subject to disclosure pursuant to applicable law.
4. SSLI Aides hired after September 17, 2013 shall be eligible for health care coverage benefits only as set forth in the CBA.

Fraser Paraprofessional Association, MEA/NEA

By: Patricia Palmer
Patricia Palmer, Association President

By: Freya Weberman
Freya Weberman, MEA Uniserve Director

Dated: October 23, 2013

Board of Education

By: Gerard Gauthier
Gerard Gauthier, Board President

By: James Birko
James Birko, Board Secretary

Dated: October 25, 2013

APPENDIX

Blue Cross Blue Shield CB PPO Option #1

PER CALENDAR YEAR, JANUARY through DECEMBER

Benefit Highlights	IN-NETWORK	OUT-OF-NETWORK
Deductibles	\$250 for one member, or \$500 for family (two or more members)	\$500 for one member, or \$1,00 for family (two or more members)
Coinsurance for General Services	None	20%
Coinsurance Maximum	N/A	\$2,000 for one member, or \$4,000 for family (two or more members)
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance)</i>	\$250 for one member, or \$500 for family (two or more members)	\$2,500 for one member, or \$5,000 for family (two or more members)
PREVENTIVE CARE SERVICES		
Health Maintenance exam-includes chest x-ray, EKG, and select lab services	Covered 100%, one per calendar year	Not covered
PHYSICIAN, EMERGENCY, URGENT CARE SERVICES		
Office Visits	\$20 Copay	Covered 80% after Deductible
Chiropractic (Specialist Visit)	\$20 Copay Limited to 24 visits per Calendar year	Covered 80% after Deductible Limited to 24 visits per Calendar Year
Urgent Care Facility	\$20 Copay	Covered 80% after Deductible
Emergency Room	\$100 Copay Copay waived if admitted or for accidental injuries	
OTHER COVERED SERVICES		
Diagnostic Services	Covered 100% after Deductible	Covered 80% after Deductible
In-Patient Hospital	Covered 100% after Deductible	Covered 80% after Deductible
PRESCRIPTION DRUGS		
Generic Drugs	\$15 Copay	\$15 Copay plus an additional 25% of BCBSM approve amount of drug
Formulary	\$30 Copay	\$30 Copay plus an additional 25% of BCBSM approve amount of drug
Non-formulary	\$60 Copay	\$60 Copay plus an additional 25% of BCBSM approve amount of drug
Mail Order (home delivery)	\$30 Generic / \$60 Formulary \$120 Non-formulary	Not covered
Mandatory Generic	If you fill a brand-name prescription when a generic is available, you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.	
Prior Authorization/Step Therapy	This provision limits select brand-name prescriptions, until or unless prior approval is obtained or certain criteria regarding lower cost alternatives are met.	
Specialty Prescriptions	The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, (866) 515-1355. These drugs (such as Enbrel® and Humira®) are used to treat complex, chronic and often costly conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Limited to a 30-day supply.	



To locate a BCBS PPO participating doctor or hospital, please visit www.bcbsm.com.

This is only a partial benefit summary. To see additional benefits, please see the appendix.

Blue Care Network HMO-CORE Plan Option #2

PER CALENDAR YEAR, JANUARY through DECEMBER

Benefit Highlights	IN-NETWORK	OUT-OF-NETWORK
Deductibles	\$1,000 for one member, or \$2,00 for family (two or more members)	Not Covered
Coinsurance for General Services	20% (50% for selected services)	Not Covered
Coinsurance Maximum	\$1,500 for one member, or \$3,000 for family (two or more members)	Not Covered
Out-of-Pocket Maximum (Includes Deductible, Coinsurance)	\$2,500 for one member, or \$5,000 for family (two or more members)	Not Covered
PREVENTIVE CARE SERVICES		
Health Maintenance exam-includes chest x-ray, EKG, and select lab services	Covered 100%, one per calendar year	Not Covered
PHYSICIAN, EMERGENCY URGENT CARE SERVICES		
Office Visits	\$30 Copay	Not Covered
Chiropractic (Specialist Visit)	\$30 Copay after Deductible With Referral	Not Covered
Urgent Care Facility	\$50 Copay	Not Covered
Emergency Room	\$100 Copay Copay waived if admitted or for accidental injuries	
OTHER COVERED SERVICES		
Diagnostic Services	Covered 80% after Deductible	Not Covered
In-Patient Hospital	Covered 80% after Deductible	Not Covered
PRESCRIPTION DRUGS		
Generic Drugs	\$15 Copay	Not Covered
Formulary	40% (Min \$40/Max \$100)	Not Covered
Non-formulary	Not Covered	Not Covered
Mail Order (home delivery)	\$30 Generic / 40% (Min \$80/Max \$200)	Not covered
Mandatory Generic	If you fill a brand-name prescription when a generic is available, you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.	
Prior Authorization/Step Therapy	This provision limits select brand-name prescriptions, until or unless prior approval is obtained or certain criteria regarding lower cost alternatives are met.	
Specialty Prescriptions	The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, (866) 515-1355. These drugs (such as Enbrel® and Humira®) are used to treat complex, chronic and often costly conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Limited to a 30-day supply.	



To locate a BCBS PPO participating doctor or hospital, please visit www.bcbsm.com.

This is only a partial benefit summary. To see additional benefits, please see the appendix.

Blue Care Network HMO-BUY-UP Plan Option #3

PER CALENDAR YEAR, JANUARY through DECEMBER

Benefit Highlights	IN-NETWORK	OUT-OF-NETWORK
Deductibles	None	Not Covered
Coinsurance for General Services	25% (50% for selected services)	Not Covered
Coinsurance Maximum	\$1,000 for one member, or \$2,000 for family (two or more members)	Not Covered
Out-of-Pocket Maximum (Includes Deductible, Coinsurance)	\$1,000 for one member, or \$2,000 for family (two or more members)	Not Covered
PREVENTIVE CARE SERVICES		
Health Maintenance exam-includes chest x-ray, EKG, and select lab services	Covered 100%, one per calendar year	Not Covered
PHYSICIAN, EMERGENCY, URGENT CARE SERVICES		
Office Visits	\$20 Copay	Not Covered
Chiropractic (Specialist Visit)	\$20 Copay With Referral	Not Covered
Urgent Care Facility	\$50 Copay	Not Covered
Emergency Room	\$100 Copay Copay waived if admitted or for accidental injuries	
OTHER COVERED SERVICES		
Diagnostic Services	Covered 100%	Not Covered
In-Patient Hospital	Covered 75%	Not Covered
PRESCRIPTION DRUGS		
Generic Drugs	\$15 Copay	Not Covered
Formulary	40% (Min \$40/Max \$100)	Not Covered
Non-formulary	Not Covered	Not Covered
Mail Order (home delivery)	\$30 Generic / 40% (Min \$80/Max \$200)	Not covered
Mandatory Generic	If you fill a brand-name prescription when a generic is available, you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.	
Prior Authorization/Step Therapy	This provision limits select brand-name prescriptions, until or unless prior approval is obtained or certain criteria regarding lower cost alternatives are met.	
Specialty Prescriptions	The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, (866) 515-1355. These drugs (such as Enbrel® and Humira®) are used to treat complex, chronic and often costly conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Limited to a 30-day supply.	



To locate a BCBS PPO participating doctor or hospital, please visit www.bcbsm.com.

This is only a partial benefit summary. To see additional benefits, please see the appendix.

Dental Plans

Benefit Highlights	Guardian DentalGuard PPO	
	In-Network	Out-of-Network
Deductible	None	None
Annual Maximum	\$1,000 per Member	
Class I—Preventative	Covered 75%	Covered 75%
Class II—Basic	Covered 75%	Covered 75%
Class III—Major	Covered 50%	Covered 50%
Class IV—Ortho	Covered 75% (\$1,000 Lifetime Max to age 19)	
Dependent Age Limits (Non-Student/Student)	20/26	

Fraser Public Schools provides group dental insurance through Guardian.

Under this program, you have your choice of seeking services from any dental provider you wish, however you will receive the highest level of coverage from Dental Guard Preferred network participating dentists. If you choose a dentist who is not contracted with Guardian, you may be subject to any difference in fee rates that are set by Guardian. Your coinsurance levels will be applied to these discounted fees when you use in-network providers.

To locate a participating provider, visit www.GuardianAnytime.com. Under "Contact Us", Click on "Find a Provider".

Vision Plans

Benefit Highlights	Guardian - Davis Vision Designer Plan	
	In-Network	Out-of-Network
Exams	\$10 Copay Once Every 12 Months	\$10 Copay \$50 Allowance
Lenses	\$25 Copay (All Materials) Once Every 12 Months Single vision, bifocal, lenticular, and trifocal lenses. Polycarbonate lenses for dependent children up to age 20	\$25 Copay (All Materials) Single Vision - \$48.00 Allowance Lined Bifocals - \$67.00 Allowance Lined Trifocals - \$86.00 Allowance Lenticular - \$126.00 Allowance
Frames	\$25 Copay (All Materials) Once Every 12 Months (\$65 Frame allowance)	\$48.00 Allowance
Elective Contact Lenses	Covered <u>in lieu</u> of lenses and frames up to \$65.00 Max Once every 12 months	\$65.00 Allowance
Medically Necessary Contact Lenses	\$25 Copay Once Every 12 Months	\$210.00 Allowance

Guardian vision benefits are provided by Davis Vision. Davis has more than 35,000 points of access (retail or private practice) to service members. Davis Vision is owned by HVHC Inc., which also owns the newest and most technologically advanced laboratories in the United States; hundreds of retail vision stores, and a company that is a global leader in high-quality fashion eyewear. Our integrated approach provides a greater understanding of the entire vision industry, allowing us to offer tremendous economies of scale and the best total value to members.

DIVISION
BY LIFE



To locate a participating provider please visit: www.GuardianAnytime.com

