

Agreement
Between
Board of Education
St. Clair County Regional Education Service Agency (RESA)

And
Local 517-M
Service Employees International Union (SEIU)
AFL – CIO

TEACHER AIDES
AND
PROGRAM ASSISTANTS

2009 / 2110

2010 / 2011

2011 / 2012

WITNESSETH

This agreement entered into this 14th day of May, 2009, by and between the Board of Education of the St. Clair County Regional Educational Service Agency, Michigan, hereinafter called the "Board," and Local 517M, Service Employees International Union, AFL-CIO, hereinafter called the "Union."

The Board, on its own behalf and on behalf of the electors of the district, 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 of the United States.

The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and Laws of the United States and the State of Michigan.

"If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year".

"Notice of termination or modification shall be given in writing, by either party, at least 30 calendar days prior to the expiration of the current agreement or any successor agreement".

ARTICLE 1

Recognition

Section 1

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed full- and part-time special education teacher aides and programs assistants. For the purposes of this section, a part-time teacher aide or program assistant is one who is employed fifteen (15) hours or more per week.

Section 2

If any provision 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 be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this agreement. The Board agrees to renegotiate any provision of this agreement, which may be found contrary to law.

Section 3

Non-bargaining unit employees other than probationary employees and substitutes shall not be permitted to perform work within the bargaining unit, except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action and the instruction or training of employees. Nothing contained in this section is to be construed as limiting the use of volunteers in the Developmental Center. Volunteers shall not be used to eliminate present positions.

Section 4

It is the intent not to use substitutes to replace bargaining unit positions. Substitute employees may be used to perform bargaining unit work under the following circumstances:

1. To fill in for teacher aide on a leave from the District pursuant to Article 3 and 4 of the Teacher Aide Addendum.
2. While the Employer attempts in good faith to fill openings or vacancies.
3. While the Employer evaluates whether a new position should become a regular position in the bargaining unit.

4. When the Employer otherwise requires the temporary services of a substitute.

Unless the Employer and the Union otherwise agree to an extension, the same substitute may not be used in the same teacher aide position pursuant to paragraphs 3 and 4 above for a period to exceed forty-five (45) consecutive calendar days.

ARTICLE 2

Union Security

Section 1

Employees covered by this agreement, at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

Section 2

All future regularly employed full- and part-time special education teacher aides and program assistants, but not including cooks, cook-drivers, summer aides, drivers or driver aides, as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments. This requirement becomes effective after 31 calendar days of employment. Act of God days, holidays and vacation days shall not be interpreted as an interruption of employment.

Section 3

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Sections 1, 2 and 3, of Article 2 of this agreement.

ARTICLE 3

Financial Responsibility

Section 1

The payroll deduction of membership dues, including summer dues and non-member assessments, but excluding initiation fees and other assessments of the Union, shall be deducted in equal amounts from the 20 pays beginning September through June. The Union agrees to supply the Business Office with properly signed voluntary deduction cards, which state the monthly amount of dues or assessment. As changes occur, the Union shall notify the Business Office and submit a properly signed voluntary deduction card, if appropriate. The amount deducted from employees shall be forwarded to the Union within ten (10) working days from the date of the second pay. The Business Office will supply the Union with a listing of the deduction and send the listing with the check to the Union. The Business Office will provide a list of current paid Union members to the local chairperson and treasurer.

Section 2

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section 1 of Article 3 of this agreement.

ARTICLE 4

Representation

Section 1

All employees who are covered by this agreement shall be represented by two (2) stewards or alternates for the purpose of processing formal grievances. One steward or alternate to represent program assistants and one steward or alternate to represent teacher aides.

Section 2

It is agreed that formal grievances will be processed only at times that students are not in session and only with the approval of the steward or alternate.

ARTICLE 5

Job Status and Function of Union Offices

Section 1

The steward or alternate shall be paid by the Board for time spent in the processing of formal grievances arising out of this agreement during their regularly scheduled working hours at their regularly scheduled rate of pay, providing that such processing is done at times when students are not in session.

Section 2

The steward or alternate may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible with the building principal. Such time is to be taken without pay.

Section 3

The names of the stewards and alternates shall be given in writing to the superintendent and no steward or alternate shall function as such until the superintendent has been advised of their selection, in writing, by the officers of the local union. Any change in steward or alternate shall be reported to the Superintendent, in writing, as soon as practicable.

Section 4

Executive officers of the International Union or their representatives duly authorized to represent the Union, the president of the local union, and/or Union authorized designee, if not employed by the Employer, will be permitted to participate in meetings relative to hours, wages, and other terms and conditions of employment at any time. If the president of the local union works for the Employer, they may attend any meetings with the Employer relative to hours, wages and other terms and conditions of employment and will be paid their regular rate for time spent in such meetings, for the hours they would have otherwise worked. Such meetings are to be held when students are not in session.

Section 5

Any steward or alternate having an individual grievance in connection with their own work may ask for the other to assist them in adjusting the grievance.

ARTICLE 6

General Provisions

Section 1 - Bulletin Boards

Bulletin boards will be provided for exclusive use of the bargaining unit. The bargaining unit agrees that the bulletin board will be used for legitimate bargaining unit activities only and, in no case, shall advertising, political, obscene or scurrilous printed or written matter be placed on the board. Job placement for teacher aides and program assistants are to be put on the bulletin board.

Section 2 - Hazardous Working Conditions

If any member of the bargaining unit feels that they are asked to perform duties which may be hazardous to their health, they are required to make their supervisor aware of the problem. Every effort will be made to alter the condition and protect the employee from communicable, transmittable or infectious conditions or to work out a transfer of the employee to another assignment.

Section 3 - Clothing Allowance

The District agrees that the pool aide and pool program assistant will be provided appropriate apparel in which to perform work tasks. One (1) pool aide and one (1) pool program assistant shall be reimbursed up to seventy-five (\$75) dollars for one (1) gym uniform and one (1) swimsuit each year (no sales tax will be reimbursed).

Section 4 - School Calendar

Teacher aides and program assistants shall be provided a copy of the school calendar as soon as it is adopted. The calendar shall specify the required days, hours, and pay schedule of employment.

Section 5 - Intrusive Health Services

No bargaining unit member shall be required to provide intrusive health services, including deep suctioning, tracheotomy replacement, feeding tube replacement and/or catheterization, without having first received adequate and proper instruction and training.

Section 6 - Reimbursement/Clothing or Personal Property Destruction

The District will reimburse teacher aides and program assistants for clothing or personal property which is reasonably and customarily worn or possessed while in the performance of his/her duties and is destroyed by a student while on school grounds or in connection with school responsibilities, provided the property is not otherwise insured. District reimbursement will be limited to fair replacement value or insurance deductible, whichever is less.

Section 7 - Fingerprinting/Background Check

In accordance with 380.1230 of the revised school code, requiring school employees to submit for fingerprinting and background checks, members agree to pay the fee charged by the Michigan State Police. In the event a State of Michigan funding source becomes available for reimbursement of said background checks, members will be reimbursed according to the terms and conditions of the funding source.

Section 8 - BASIC Ultra-Flex Spending Account

Effective November 1, 2004 the Board agrees to make available to bargaining unit members Premium Contributions, Health Care Reimbursement and Dependent Care Reimbursement accounts. Through regular payroll deductions, members may set aside part of their income to pay for these expenses on a tax-free basis.

Section 9 - Supplemental Insurance Program (AFLAC)

Within sixty (60) days of ratification of this Agreement, the Board shall take the necessary steps to provide American Family Life Assurance Company of Columbus (AFLAC) to bargaining unit members at their own expense. Through regular payroll deductions, members may set aside part of their income to pay for this supplemental insurance on a tax-free basis, to the extent permitted by law.

ADDENDUM "A"
TEACHER AIDES

ARTICLE 1

Seniority

Section 1

A teacher aide's seniority shall be defined as his/her length of service to the St. Clair County Regional Educational Service Agency since his/her hiring date as a teacher aide. The hiring date shall mean the date the employee first reported to work as a regular teacher aide for the St. Clair County Regional Educational Service Agency. Seniority or continuous service shall be broken by:

- A. Voluntary quitting the service of the Board
- B. Discharge of the bargaining unit member which is upheld if later taken through the grievance procedure.

Section 2

When an aide acquires seniority, his/her name shall be placed on the seniority list. An up-to-date master seniority list will be provided by the Employer and posted for employee inspection within thirty (30) days of any change in said list. Seniority ties shall be resolved in favor of the earlier posting date, or in the case of the same date, the lowest room number to which the aides are initially assigned.

Section 2A

New regularly employed full and part-time aides will be considered probationary employees until they have been employed for sixty (60) consecutive calendar days. Probationary employees shall receive the full benefit of this agreement after thirty (30) consecutive calendar days of employment, except that such employees shall have no right to grieve or appeal a decision of the Employer to discharge or terminate his/her employment until after his/her full sixty (60) consecutive calendar day probationary period has expired.

ARTICLE 2

Hours of Work

Section 1

Members of the bargaining unit will work in accordance with the school calendar adopted annually by the Board. In no event will bargaining unit members be required to work any days or hours not required of the teachers of the district without being paid as agreed elsewhere in this contract.

Section 2

Each bargaining unit member will be assured of a 45-minute lunch break from students and included within the regular workday.

Section 3

The District through the Superintendent, shall determine the necessity of closing schools due to inclement weather or mechanical failures. The Superintendent may designate a snow day for the District or for an individual building. If such a day is declared for Woodland teachers, no teacher aide will be expected to report to work for the first five (5) days or the equivalent of 30 student contact hours, of the contract year. After the five (5) days or the equivalent of 30 student contact hours, any failure to report as required in this article, will result in a pay deduct for that day unless the member has available and uses a personal business day or a sick day.

- A. Aides shall be released from duty whenever teachers are released, providing students have been dismissed from school.

Section 4

Members of the Union shall be paid 1½ regular hourly wage for all hours worked in a work week in addition to obligated staff time, if requested to work such hours by administration. In any event, the District shall pay overtime for any hours worked over 40 hours in a workweek. If the activity is volunteer, such as the Harvest Dinner, the picnic, or other activities, which have traditionally been unpaid volunteer activities for the benefit of the students, this shall continue to be unpaid time. The first option for overtime will be given to the aide who normally would perform the work and then to other aides on a seniority basis.

Section 5 - Compensatory Time

Members of the bargaining unit shall be given compensatory time for duties performed outside of the workday, at the request of administration. Compensatory time shall be equal to time spent performing the duty. Compensatory time shall be earned and taken with the approval of administration.

Section 6

At the inception of this contract, there shall be 32 ½ hours per week of obligated staff time. If the Board of Education increases the scheduled work hours in order to meet the District's instructional needs, the obligated staff time will increase from 32 ½ hours per week to the number of work hours per week scheduled by the Board. Non-contact hours may be used for scheduled in-service training, administrative staff meetings, and other programs or conferences as determined by the District. Every effort will be made to distribute the agenda to all staff expected to participate in the meeting or program 24 hours in advance. The balance of the non-contact hours are to be used for classroom preparation and other evaluated responsibilities.

ARTICLE 3

Leaves of Absence

Section 1 - Unpaid Leaves of Absence

- A. Unpaid Leave - The Board, upon application of an aide, may grant an unpaid leave of absence for a period of up to twenty-four (24) months. Unpaid leaves shall be granted for justifiable reasons which include participation in the Peace Corp, Job Corp, or advanced study in any accredited college or university, or vocational work experience in a field reasonably related to the aide's present responsibilities. Application for such leave shall be filed before May 1 of the year prior to the leave. The approval or non-approval of such leave shall be at the sole discretion of the Board. Seniority shall not accrue during such leave, and aides on leave who are not covered by another hospitalization program while on leave may purchase fringes up to the limits of the insurance carrier through the Business Office. There shall be no fringe benefits paid during such leave. The aide shall give at least sixty (60) days written notice of intent to return

to employment. The Board agrees to return such aide to the same or comparable assignment to that held by the aide before commencement of the leave. Credit on salary schedule shall not be granted for such leave.

- B. Military Leave - A military leave of absence shall be granted to any aide who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Seniority shall accrue but no fringe benefits shall be paid. The Board agrees to return such aide to the same or comparable assignment to that held by the aide before commencement of the leave. Credit on salary schedule shall not be granted for such leave.
- C. Child Care/Maternity Leave - The Board may, upon written application of an aide, grant a leave of absence without pay for the birth or adoption of a child or for child care purposes.

The approval or non-approval of the request shall be at the sole discretion of the Board. The period of an approved leave shall be for the remainder of the current school year, and may with the approval of the Board, be extended for an additional one-(1) year period.

A request for a foreseeable leave under this section must be received at least thirty (30) days prior to the intended commencement of the leave. If the need for the leave is not foreseeable thirty (30) days in advance, the request must be received as soon as the need becomes foreseeable.

There shall be no fringe benefits paid during the period of leave. Aides on leave under this section who are not covered by other health insurance benefits while on leave may purchase fringes up to the limits of the insurance carrier through the Business Office.

Provided the aide provides the Board thirty (30) days notice of intent to return to work, the Board agrees to return an aide from leave under this section to the same or comparable assignment to that held prior to the commencement of the leave. Credit on the salary scale and seniority list shall not be granted during such leave.

An aide who is pregnant may continue working until the anticipated birth of the child as long as the aide is medically able to do so. The District may, in its discretion, require a statement of medical ability from the aide's

physician.

If an aide has accrued sick or other paid leave time and the reason for the leave otherwise qualifies for the use of such paid leave, the employee shall first use the paid leave time before being granted an unpaid leave under this section.

- D. Medical Leave - An aide who is unable to work due to illness or disability and has exhausted all sick leave available, shall be granted a leave of absence for the duration of such illness or disability up to two (2) years from the date that such leave was exhausted. Upon return to work, the Board agrees to reinstate the aide to the same or comparable assignment. Credit on salary schedule shall not be granted for such leave. During this period, aides not covered by other insurances may purchase coverage up to the limits of the insurance carrier. Seniority shall accrue during said leave.
- E. Other Leave - Employees elected or appointed to Union or public office may be granted a leave in excess of twenty-four (24) months. Seniority shall not accrue for such leaves and aides not covered by another hospitalization program, may purchase fringes up to the limits of the insurance carrier through the Business Office. The Board agrees to return such aide to the same or comparable assignment to that held prior to commencement of the leave. Credit on salary schedule shall not be granted for such leave.

Section 2 - Short Term Leave of Absence

The employee will be allowed annually the following time off with pay subject to stated limitations:

- A. Death in the immediate family. A maximum of five (5) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.
- B. Any absence for the death of other than an immediate family member requires approval of the superintendent, and if approved, will be deducted from accumulated sick leave.
- C. Three (3) days for critical illness in the immediate family or to make

arrangements for medical or nursing care for an emergency illness in the immediate family. However, the superintendent may require verification of the need. The absence will be charged against accumulated sick time.

- D. The Board agrees to continue providing two (2) personal business days annually which shall be noncumulative. Personal days are not to be used to extend holidays or other time off. They are not to be used for leisure activities. They must be used for personal activities that cannot be scheduled outside of work hours. Neither of these days will be charged against sick time, however, to obtain use of the first such day, the aide must acknowledge that she is aware of the limitations on use of the day and sign the appropriate request form. For use of the second day, the aide must state exactly what the day is to be used for and if the request is denied, the aide may appeal to the superintendent whose decision is final and non-grievable.
- E. Aides desiring to attend conferences or to make an educational visitation shall obtain the prior approval of the administration. If approval is granted, such day(s) will be with pay.
- F. When an aide is called for jury duty, or subpoenaed to serve as a witness in court action he/she will be given a leave of absence with pay for the time required for such court appearance. Prior to leave being granted the aide must provide immediate notification of the necessary leave to the payroll department. Any fee received by the employee for such service shall be deducted from the regular pay.
- G. Any other short term leave may be requested as far in advance as possible and if approved shall be considered leave without pay. The administration agrees not to make overall statements concerning such leaves, but will consider each application individually.

ARTICLE 4

Sick Leave

Section 1 - Accrued Sick Leave

Sick leave shall accrue at the rate of one and one-half (1½) days per month of active employment during the term of this agreement. [Aides will annually be

credited with this maximum number of sick days (15) on July 1.] However, should an aide leave prematurely, time used but which has not been earned, will be deducted from terminal pay. (Time used as accrued). Unused sick leave shall be accumulated to two hundred (200) days.

Section 2 - Sick Pay Retirement/Death Benefit

Upon retirement or death, employees shall be paid for all accumulated sick leave at their then current rate of pay. For the term of this contract, maximum payment shall be one thousand nine hundred seventy dollars (\$1,970). Retiree shall be defined as an employee eligible under the provision of Michigan Public School Employees Retirement Program.

Section 3 - Family Illness/Dr. & Dentist Appointments

Sick leave is for the employee only. However, up to five (5) days sick leave a fiscal school year may be taken because of illness, doctor and/or dentist appointments for an immediate family member. Whenever aides schedule medical and dental appointments, which result in their missing only the first hour of a workday, they will be charged only for missing time. Appointments which cause aides to be absent from the job beyond the first hour will be charged as a half day leave.

Section 4 - Work Related Illness/Injury

Any employee absent from work due to a work related injury whose workers compensation claim is not being contested by the District, is eligible to use accumulated sick time to cover lost days not eligible for reimbursement from worker's compensation. Any employee absent due to an accident or work related injury which is compensated by workers' compensation may use their accumulated sick days to supplement their workers' compensation up to their regular rate of pay until their accumulated sick days are exhausted (e.g. workers' compensation pays 80% of an employees net pay). The employee may use sick days to make up the remaining 20% so they receive 100% of their pay until their accumulated sick days are exhausted. Any monies received by the employee for workers' compensation shall either be turned over to the Board or that amount may be deducted from the regular pay.

ARTICLE 5

Vacancies, Transfers, Assignments

Section 1 - Openings and Voluntary Transfers

- A. An aide may request a voluntary transfer into an opening by written application to the building principal. An opening is an available position in the bargaining unit as a result of the creation of a new position or remaining after an aide permanently leaves a position in the bargaining unit (initial opening), and the first available position, if any, as a result of a voluntary transfer by an aide under this section (second opening). Any subsequent or other available position shall be considered a vacancy.
- B. The Employer shall notify aides of an opening by placing in the building mailbox of each aide and sending to the last known mailing address of an aide on an approved leave of absence or summer vacation a memo, indicating the room number where the opening will exist, the name of the teacher to whom the aide will report, if known, a description of any unique qualifications for the available position, and the deadline for submitting a transfer application.
- C. Aides shall have at least ten (10) calendar days from the date of the memo to apply for a voluntary transfer to an initial opening and five (5) calendar days from the date of the memo to apply for a voluntary transfer to a second opening before the opening may be filled by the Employer.
- D. Should two or more aides request a transfer to an opening for which they are qualified, the aide best qualified for the available position shall be transferred. Qualified for purposes of this contract shall be based upon training, experience, ability to perform the job, past performance and evaluations. If any such aides have substantially equal qualifications for the position, the aide with the greatest seniority shall be transferred.
- E. Failure of the principal to approve a transfer request shall only be grievable through Level Two of the Grievance Procedure. The decision of the superintendent will be final and not subject to appeal.

Section 2 - Vacancies

The Employer may advertise and fill an existing or expected vacancy as it deems appropriate in its sole discretion, provided it does not post an expected vacancy prior to the Employer notifying aides of the initial opening that will result in the vacancy in accordance with section 1B, above. Except in the case of an alleged posting in violation of this section, the advertising and filling of a vacancy shall not be subject to the grievance procedure.

Section 3 - Involuntary Transfer

- A. The Union and the Employer acknowledge that involuntary transfers may be required. In such event, the district agrees to notify the Union and the affected teacher aide of the need for the involuntary transfer, and the reasons for and anticipated duration thereof. Notification shall be given at least ten (10) calendar days prior to the involuntary transfer taking effect.
- B. When an involuntary transfer is required, it shall be the intent of the Board to transfer the least senior aide. An involuntary transfer shall only be grievable through Level Two of the Grievance Procedure. The decision of the superintendent will be final and not subject to appeal.

Section 4 - Reduction and Layoff

All reductions and layoffs in the Union shall be accomplished on the basis of seniority providing that qualifications are equal as determined by the administration. Qualifications for purposes of this contract include training, experience, ability to perform the job, past performance and evaluations. A reduction may occur when there are more employees than positions available necessitating the removal of one or more employees. Layoff is the removal of an employee from the Employer's payroll due to a reduction.

Section 5 - Assignment or Reassignment

After assignment to a position and satisfactory performance therein, an aide may expect to remain in such assignment, unless moved under the provisions of this Article.

Section 6 - Recall

Aides shall be recalled from layoff on the basis of seniority providing that qualifications are equal as determined by the administration. Qualifications for purposes of this contract include training, experience, ability to perform the job, past performance and evaluations. Prior to recalling laid off aides, voluntary

transfers shall be exhausted. Failure to do so is grievable through Level Two of the Grievance procedure. The decision of the superintendent shall be final and not subject to appeal.

Section 7 - Job Sharing

The Board and the Union agree that, in some cases, job sharing is feasible and may be considered for aides who wish to work on a one-half (1/2) time basis. Conditions for job sharing are as follows:

- A. Aide's salary shall be one-half (1/2) of the salary schedule amount for a full-time aide.
- B. Seniority shall accrue at one-half (1/2) the rate of a full-time aide.
- C. Aides agree to split all leave days equally.
- D. Aides agree to split vision insurance benefits while job sharing.
- E. Aides shall elect one of the following:
 - 1. One-half (1/2) of the District paid cash allowance described in Article 6, Section 7, or
 - 2. One-half (1/2) of the amount of premium for health and dental insurance. This total amount to be applied to the District health coverage described in Article 6, Section 1. The remainder of the health premium costs shall be paid through payroll deduction, or
 - 3. One-half (1/2) the amount of premiums for health insurance to be applied to the District health coverage described in Article 6, Section 1, and one-half (1/2) the amount of premiums for dental insurance to be applied to the District premiums for dental coverage, described in Article 6, Section 4. The remainder of the health and dental premium costs shall be paid through payroll deduction.
- F. In the event that one of the partners is unwilling or unable to continue to "job share" and a suitable replacement cannot be found, the remaining partner will be offered the position on a full-time basis. The remaining partner may accept that position full time or apply for and be granted a short term leave of absence for the remainder of the school year.

- G. Job sharing shall continue for the duration of this contract. Each request shall be subject to the principal's approval. Failure to approve a request for job sharing shall be final and non-grievable.

ARTICLE 6

Insurance

Section 1 - Medical Insurance

The Employer agrees to pay the premium for a SET SEG Ultra Med policy or comparable coverage for each Employee not covered by another policy, subject to deductible under current plan; \$0 in network, \$250/500 out of network, \$10 generic/\$20 brand name prescription co-pay (all current and future coverage will be equivalent to these levels and types of coverage). The Employer may change the insurance carrier during the term of this Agreement, provided the carrier provides coverage that is equivalent to the SET SEG Ultra Med policy. The Employer's liability for health insurance coverage shall be limited to the actual cost of the policy premium.

Effective July 1, 2012, and until a successor agreement is reached, the obligations of the Board to pay health insurance premiums shall not exceed the Board's base pay premium amount for the 2011/2012 insurance year, July 1, 2011, to June 30, 2012. If the health insurance premiums effective July 1, 2012, exceed the Board's base premium for the 2011/2012 insurance year, the excess amounts over the individual employee's premium costs shall be paid in full by the individual employee by way of payroll deduction.

Section 2 - Life Insurance (In Lieu of Medical Insurance)

For any bargaining unit member not participating in the medical-surgical insurance program, group level term life insurance shall be provided in amount of \$40,000. The carrier to be named by the Board.

Section 3 - Life Insurance

For any bargaining unit member who is provided Board paid medical-surgical insurance, the Board agrees to provide group term life insurance in the amount of \$30,000. The carrier to be named by the Board.

Section 4 - Dental Insurance

For the term of this contract, dental insurance coverage will be provided which shall be equivalent to the following coverage, with adult ortho rider, subject to the rules, regulations and policies and procedures of the carrier. Carrier to be named by the Board.

Basic Services - pays 80% of exams, cleaning, x-rays, fluoride treatment to age 18, fillings, oral surgery, root canals, periodontics.

Major Services, Prosthodontic Services - pays 80% of bridges and repairs, dentures and crowns and inlays.

Annual maximum is \$1,000 per person, per calendar year for combined Basic and Major services.

Orthodontic Services - pays 60% with a lifetime maximum of \$600, no age limit.

Section 5 - Vision Care Insurance

The Board agrees to pay the premium for a vision care insurance policy with benefits equivalent to the following coverage through a carrier to be names by the Board, or to provide a self-insurance equivalent:

Examination (Optometrist)	\$28.50	One time every 12 months
Examination (Ophthalmologist)	\$38.50	One time every 12 months
Regular lenses	\$47.00	One time every 12 months
Bifocal Lenses	\$81.00	One time every 12 months
Trifocal Lenses	\$101.00	One time every 12 months
Lenticular Lenses	\$119.00	One time every 12 months
Frames	\$65.00	One time every 12 months
Contact Lenses (cosmetic)	\$90.00	One time every 12 months
Contact Lenses (necessary)	\$175.00	One time every 12 months

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses once in a 12-month policy year for each eligible member of the family. Note that color tints and Polaroid's are included in above limits.

Section 6 - Carrier Rules, Policies and Provisions.

All insurance coverage provided under this Agreement shall be governed by the rules, policies and provisions, including limitations and exclusions, of the carrier or third party administrator. Decisions of the carrier or administrator are final and shall not be subject to appeal.

Section 7 - Long Term Disability Insurance

The Board agrees to pay the actual premium cost to provide long term disability by injury or sickness, subject to carrier's exclusions, limitations and reductions as follows:

1. 120 day waiting period
2. 66-2/3% of income
3. Maximum of \$1,000 monthly on salary of \$1,500 monthly
4. Maternity coverage
5. Pre-existing conditions waived
6. Social security freeze
7. Alcoholism/drugs waived - 2 year limit
8. Mental/nervous waived - 2 year limit
9. Two year own occupation coverage

Section 8 - Cash in Lieu of Health Insurance

For each year of this agreement, any aide eligible to receive health insurance benefits and who waives such benefits by completing the District approved Benefit Election and Waiver of Health Insurance form during the applicable insurance open enrollment period may elect to receive a cash allowance in the amount of \$175.00 per month. Cash in lieu is payable in one lump sum on the second paycheck of each month, less any tax liability incurred by the aide for choosing such benefit, under the terms and conditions of the District's Cafeteria Plan.

Section 9 - Liability Insurance

The Board agrees to continue its \$1,000,000 liability coverage for all teachers and staff.

ARTICLE 7

Compliance with Americans with Disabilities Act (ADA)

The parties understand the Americans with Disabilities Act provides, as it is currently written, that the employer shall not discriminate with regard to terms, conditions and privileges of employment against a qualified individual with a disability. The term discrimination is defined in the ADA and may include not

making reasonable accommodation as defined in the ADA. Consistent with the provisions of the ADA, the parties hereby agree the employer needs to make a reasonable accommodation as defined in the ADA, then the employer and the Union shall meet at an agreed upon time and place in an effort to agree upon the appropriate method to accommodate the disabled individual. If the parties reach an impasse as to the proper method of accommodation, the employer may implement its solution. In the event the employer's method of accommodation is contested by the Union, the employer shall file a declaratory judgment action in St. Clair County Circuit Court (the "Court") joining the Union and the disabled employee for the purpose of obtaining a determination by the Court, subject to the contract rights of the employer, as to the proper method of accommodation. In the event it is determined the St. Clair County Circuit Court does not have jurisdiction to resolve the dispute under the ADA, the employer shall then file its declaratory judgment action in the appropriate Federal Court.

ARTICLE 8

Grievance Procedure

Section 1 - Definitions

1. A "Grievance" is a complaint by an aide in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation or misapplication of one or more of the expressed provisions of this agreement.
2. The "aggrieved person" is the aide or aides making the claim.
3. The term "aide" includes any individual or group of individuals who are members of the bargaining unit covered by this contract.
4. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
5. The term "days" shall mean school days and shall not include days that school is closed for any reason.

Section 2 - Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible

administrative level, equitable solutions to grievance.

2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Section 3 - Procedure

1. Level One - Appropriate Supervisor
 - A. Informal Step
 1. Within ten (10) days of the alleged incident, an aide and/or steward with a grievance shall discuss the matter with the principal or an authorized designee. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of these meetings.
 - B. Formal Step
 1. If the aide is not satisfied with the informal discussion, the aide and/or steward shall place the grievance in writing and present it to the principal within five (5) days following the informal conference.
 2. The aides may again meet with their supervisor and discuss the matter, alone or together with his/her steward.
 3. A written and signed disposition of the grievance shall be made within five (5) days by the principal or designee. If the answer is not received within the five (5) days called for in this step, the grievance shall be considered denied and the Union may proceed to the next applicable step or await receipt of the written decision before proceeding further, at the Union's option.
2. Level Two - Superintendent of Schools
 - A. In the event the aggrieved person is not satisfied with the written disposition of his/her grievance at level one, the Union shall within ten (10) additional days, file the grievance with the Superintendent.
 - B. Within ten (10) days after receipt of the grievance by the superintendent, the superintendent or authorized designee, shall meet with the Union representatives and discuss the matter. Should the Union desire the superintendent in attendance at a Level Two meeting, the request will be made when the grievance is appealed to Level Two and the parties shall set the meeting to accommodate the superintendent's schedule. In the event the superintendent selects not to attend a Level Two meeting, the Union shall be notified when the

time and date for the meeting is set. The superintendent shall render a decision in writing within ten (10) days of such meeting. If the superintendent's decision is not received within ten (10) days, the grievance shall be considered denied and the Union may proceed to the next applicable step or await receipt of the superintendent's written decision before proceeding further, at the Union's option.

3. Level Three - Arbitration

- A. If the Union is not satisfied with the disposition of the grievance by the superintendent, the grievance may be submitted within thirty (30) days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the

American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Employer and Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

- B. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. He shall deal with the grievance or grievances, which occasioned his appointment.
- C. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear their own expense in connection therewith.
- D. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Section 4 - Rights of Aides to Representation

1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

Section 5 - Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the aide.
5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedure cancels the grievance.
7. Grievances shall be processed outside of regular classroom hours, but on paid employer time unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article and may be modified only by mutual consent of the parties.
9. Forms for filing and processing grievances shall be designed by the superintendent and the Union. The forms shall be prepared by the district and given appropriate distribution so as to facilitate the operations of the grievance procedure.

Section 6 - Expiration of Agreement

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE 9
General Provisions

Section 1 - Disciplinary Hearings & Reprimands

All disciplinary hearings and reprimands shall be in private. If teacher aide is to be disciplined or reprimanded, the teacher aide and the union representative shall be notified in writing in advance, and the representative of the union may be present during the disciplinary hearing or reprimand.

Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include presence of a representative.

TEACHER AIDES
Compensation Schedule "A"

Section 1

Employees employed as Teacher Aides on the effective date of this agreement will receive a 0% zero percent rate increase for the 2009/2010 contract year, a 0% zero percent rate increase for the 2010/2011 contract year, and a 1.5% percent rate increase for the 2011/2012 contract year.

The Employee compensation rates for the term of this Agreement will be as follows:

<u>Step</u>	<u>2008/2009</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
1	<u>17,105 (14.225)</u>	<u>\$14.225</u>	<u>\$14.225</u>	<u>\$14.439</u>
2	<u>18,819 (15.650)</u>	<u>\$15.650</u>	<u>\$15.650</u>	<u>\$15.885</u>
3	<u>20,532 (17.075)</u>	<u>\$17.075</u>	<u>\$17.075</u>	<u>\$17.332</u>
4	<u>21,870 (18.188)</u>	<u>\$18.188</u>	<u>\$18.188</u>	<u>\$18.461</u>
5	<u>23,553 (19.587)</u>	<u>\$19.587</u>	<u>\$19.587</u>	<u>\$19.881</u>
6	<u>25,240 (20.990)</u>	<u>\$20.990</u>	<u>\$20.990</u>	<u>\$21.305</u>
7	<u>26,926 (22.392)</u>	<u>\$22.392</u>	<u>\$22.392</u>	<u>\$22.728</u>

Each member of the bargaining unit will receive a one-time, off schedule payment in the amount of \$1,000.00 to be paid in the first pay period of November 2009.

Section 2 - Academic Credit Bonus

In addition to the above compensation, an annual education bonus will be paid for each ten (10) hours of approved academic credit up to a maximum of thirty (30) hours, as follows:

1st 10 hours	\$400
2nd 10 hours	400
3rd 10 hours	400

Only those hours earned with specific administrative approval shall count toward this benefit.

Section 3 - Substitute Teacher Bonus

If a teacher is absent and the aide, who is qualified as a substitute teacher under the Department of Education rules, is assigned by the building principal before students arrive to perform the responsibilities of the teacher, the aide or aides working in the place of the absent teacher will share a \$21.37 bonus for full day's absence and/or \$10.82 bonus for one-half day's absence. Students must be present in the classroom in order for the aide to receive this bonus. A teacher's absence shall be defined as any time the contracted teacher for that room is absent from his/her classroom for a minimum of one-half (1/2) day. Example: fall and spring IEPC meetings, conferences, in-services, etc. This bonus will also apply during the summer school program.

Section 4 - Summer Employment Wage

The Board agrees to pay teachers aides who may be offered employment in the 2009 summer program \$14.61 per hour, in the 2010 summer program \$14.61 per hour and for the 2011 summer program \$14.83 per hour.

SCI and SXI teacher aides working the full number of days scheduled in their programs shall be compensated at the regular contract hourly rate for the summer portion of the program.

Section 5 - Pay Periods

All unit members shall receive earned compensation according to the district's annual pay schedule. District pay schedule will be made available to all employees no later than July 1 of each year of this agreement. Payment shall be made by check with itemization of the employees' earnings and all deductions.

Section 6 - Extra Duty Bonus

In the event a Teacher Aide is required by the Administration to perform additional extra duties, as defined by administration, the aide(s) will be compensated an additional amount of \$21.37 bonus for a full day and \$10.82 bonus for one-half day. This bonus will also apply during the summer school program.

ADDENDUM "B"
PROGRAM ASSISTANTS

ARTICLE 1

WAGES

Employees employed as Program Assistants on the effective date of this agreement will receive a 0% zero percent rate increase for the 2009/2010 contract year, a 0% zero percent rate increase for the 2010/2011 contract year, and a 1.5% percent rate increase for the 2011/2012 contract year.

The Employee compensation rates for the term of this Agreement will be as follows:

	2008/2009	2009/2010	2010/2011	2011/2012
Step I	9.86	9.86	9.86	10.01
Step II	10.81	10.81	10.81	10.97

Each member of the bargaining unit will receive a one-time, off schedule payment in the amount of \$1,000.00 to be paid in the first pay period of November 2009.

ARTICLE 2

INSURANCE COVERAGE

A. Health Insurance

The District agrees to pay for all Employees during the term of this Agreement, the single subscriber rate premium for a health insurance policy, through a carrier to be determined by the Board. All Union members shall assume the responsibility for any increased cost in health premiums beyond the 2011/2012 insurance year. The Board's base premium shall not exceed the Board base premium for the 2011/2012 insurance year. In the event the health insurance premium effective July 1, 2012 exceeds the Board's base premium for the 2011/2012 insurance year, determined by the premium effective July 1, 2011, Union members shall be responsible for the increased premium costs. Costs are to be paid by payroll deduction commencing with the first pay period of 2012/2013.

B. Dental Coverage

In lieu of Health Insurance coverage, the Board agrees to pay the premium for self, spouse or full family dental insurance coverage for any eligible member of the Union who is covered under another health insurance plan and who files a

waiver of health insurance, as approved by the District, through a carrier to be determined by the Board, with benefits comparable to the following:

Basic Dental Services - plan pays 80% (includes exams, cleaning, x- rays, fluoride treatment to age 18, fillings, oral surgery and related anesthesia, root canals, periodontics)

Major Services - plan pays 80% (includes bridges and repairs, partial and complete dentures, crowns and inlays).

Annual maximum is \$1,000 per person, per calendar year for combined Basic and Major services.

Orthodontic Services - plan pays 60%, with a \$600 per family member lifetime maximum - no age limit (includes necessary treatment and procedures required for correction of malposed teeth).

C. Vision Care

In lieu of Health Insurance coverage, the Board agrees to pay the premium for self, spouse or full family vision insurance coverage to any eligible member of the Union who is covered under another health insurance plan and who files a waiver of health insurance, as approved by the District, through a carrier to be determined by the Board, with benefits comparable to the following:

Examination	\$15.00
Lenses	\$20.00/pair
Bifocal Lenses	\$24.00/pair
Trifocal Lenses	\$30.00/pair
Lenticular Lenses	\$40.00/pair
Contact Lenses	\$50.00/pair
Exam plus Contact Lenses	\$65.00
Frames	\$ 8.00

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogray lenses, or contact lenses) once per contract year.

D. Cash in Lieu

For each year of this agreement, any program assistant eligible to receive health insurance benefits OR dental and vision benefits and who waives such benefits by completing the District approved Benefit Election and Waiver of Insurance form during the applicable insurance open enrollment period may

elect to receive a cash allowance in the amount of \$175.00 per month. Cash in lieu is payable in one lump sum on the second paycheck of each month, less any tax liability incurred by the Program Assistant for choosing such benefit, under the terms and conditions of the District's Cafeteria Plan.

E. Insurance Rules and Limitations

All insurance coverage provided under this Agreement shall be interpreted and governed by the rules, regulations, limitations, policies and procedures of the insurance policy or program. Coverage decisions made by the carrier or the third party administrator are not subject to the grievance procedure.

ARTICLE 3

OTHER CONSIDERATIONS

A. Sick Leave

Sick leave shall accrue at the rate of 1 day per month of active employment, which may be used for absence caused by illness or physical disability of the Employee. Up to five (5) sick leave days per year may be used for an Employee's doctor or dentist appointments. Doctor certification may be required by the Employer for the use of sick leave or an Employee's return to work. Sick leave days may be used in half day increments. Unused portions of sick leave may accumulate up to 200 days. Sick days may not be used during summer work days.

B. Personal Business Days

Two (2) Board paid personal business days shall be allowed per school year, which may be used for personal business that cannot otherwise be scheduled outside of normal working hours. Personal business days may not be used to extend holidays or for leisure activities. The Employer has the right to inquire as to the nature of the personal business. Personal business days may not be used during summer work days.

C. Bereavement Days

Death in the immediate family. A maximum of two (2) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, grandchildren and grandparents only.

D. Retirement

The Board will make retirement contributions for members of the Union in accordance with the rules and regulations of the Michigan Public School Employment Retirement Service.

E. Work Days and Hours

Members of the Union will work in accordance with the school calendar and hours adopted by the Employer. The Employer will provide all Employees with a copy of the calendar when it becomes generally available to all staff. The Employer will provide all Employees with written notice of any changes in the calendar or hours of employment.

F. Building Closure:

The District through the Superintendent, shall determine the necessity of closing schools due to inclement weather or mechanical failures. The Superintendent may designate a snow day for the District or for an individual building. In the event of a building closure a Program Assistant has the option to use an available personal day or sick day rather than being charged a pay deduct for said day.

G. FMLA Leave

Members of the Union may request and be granted a leave as permitted under the provisions of the Family Medical Leave Act, in accordance with the provisions of the Act and the Policy of the District.

H. Notice of Layoff

In the event of layoffs, in the discretion of the Board, the Board shall provide notice to the affected employee and union a minimum of ten (10) days prior to the effective date of the layoff.

I. Uninterrupted Lunch Break

Employees shall have a 45 minute uninterrupted lunch break for each full work day. This break shall be scheduled on a daily basis by the teacher for each classroom. In the event the break is cut short for official Employer business, the Employee will be entitled to flex time (i.e.; leave early, report late, extended lunch break, etc.) during the next work week for the amount of time the break is shortened. The schedule of flex time must first be approved by the classroom teacher.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1

All Employees who are covered by this Agreement shall be represented by one (1) steward or one (1) alternate for the purpose of investigating and processing grievances. The Union shall provide the name of the steward and alternate in writing to the Board.

Section 2

All grievances shall be investigated and processed by the Union after regularly scheduled working hours or during an uninterrupted lunch break. The Board shall not be required to compensate any Employee for time spent investigating or processing grievances or Union business.

Section 3

a. Informal Step:

Within ten (10) working days of an alleged violation of this Agreement, the Union shall request a meeting with the Principal or designee to discuss the matter. Failure to request such a meeting shall constitute a waiver of the grievance.

b. Formal Step:

1. Level One--In the event the grievance is not amicably resolved through the Informal Step, the Union shall present the grievance in writing to the Principal or designee within ten (10) working days of the date of the informal meeting. Failure to present the grievance shall constitute a waiver of the grievance. A written disposition shall be made by the Principal or designee within ten (10) working days after receipt of the written grievance. The principal or designee may schedule additional meetings to discuss the grievance, as appropriate.

2. Level Two--In the event the grievance is not resolved at Level One to the satisfaction of the Union, the Union shall present the grievance in writing to the Superintendent within ten (10) working days of the date of the disposition of the supervisor or designee. Within ten (10) working days after receipt of the grievance, the Superintendent or designee shall meet with the Union to discuss

the grievance. The Union may have qualified representation at this meeting. The Superintendent or designee shall render a decision on the grievance within ten (10) working days after the date of the meeting, which decision shall be final and not subject to appeal.

Section 4

All written grievances shall be prepared on a grievance form that is prepared and distributed to the Union by the Board.

Section 5

A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate and prevent any further continuation of the grievance.

Section 6

The Employer shall not take any reprisal against an Employee as a result of participation in a grievance.

Section 7

Upon written request, the Board and the Union shall make available all records that relate to a grievance that are not confidential or otherwise protected by law.

TERM OF AGREEMENT

Section 1

This agreement shall be effective from July 1, 2009, through June 30, 2012. No provisions may be re-opened during the period indicated without the mutual consent of the Union and the Board of Education.

Section 2

Both parties agree that negotiations for renewal, extension and modification of this contract beyond June 30, 2012, will commence on or before April 30, 2012.

IN WITNESS THEREOF, we hereunto set our hands and seals this 14th day of May, 2009.

LOCAL 517, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

ST. CLAIR COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

Kathleen A. Barnes

Cam H. Doherty

James Shindler

Charles Johnson

Russ Anderson

Donna Thompson

James H. Hester 05/14/09

Jim DeMaestri

***Updated Schedule "A" will be attached

Addendum "B"

The parties agree that during the term of this collective bargaining agreement either party may initiate discussions in an effort to clarify or modify any term of this agreement. It is further understood that no change to this agreement can occur unless or until both parties agree in writing.

Flexible BlueSM Medical Coverage, Flexible Blue RxSM Prescription Drugs With Preventative Care Benefits-at-a-Glance Plan 3

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.

In-Network

Out-of-Network

Preventive Care Services

*Payment for preventive care services is limited to a **combined** maximum of \$500 per member per calendar year.

Health Maintenance Exam – includes chest X-ray, EKG, cholesterol screening and other select lab procedures	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Gynecological Exam	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Well-Baby and Child Care	Covered – 100% (no deductible or copay)* • 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 as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100% (no deductible or copay)*	Not covered
Fecal Occult Blood Screening	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered

Mammography

Mammography Screening	Covered – 100% (no deductible or copay)	Covered – subject to your Flexible Blue medical out-of-network deductible and percent copay
One per member per calendar year, no age restriction		

Physician Office Services

Office Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Outpatient and Home Medical Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Office Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Urgent Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Emergency Medical Care

Hospital Emergency Room	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Ambulance Services – medically necessary	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

Diagnostic Services

Laboratory and Pathology Services	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Diagnostic Tests and X-rays	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

In-Network

Out-of-Network

Diagnostic Services (cont.)

Therapeutic Radiology	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Colonoscopy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
One per member per calendar year		

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
	Includes delivery provided by a certified nurse midwife	

Hospital Care

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

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after in-network deductible, in participating skilled nursing facilities only Limited to 90 days per member per calendar year	
Hospice Care	Covered – 100% after in-network deductible, through a participating hospice program only Limited to dollar maximum that is reviewed and adjusted periodically	
Home Health Care – medically necessary	Covered – 100% after in-network deductible, by a participating home health care agency only	
Home Infusion Therapy – medically necessary	Covered – 100% after in-network deductible, by participating providers only	

Surgical Services

Surgery – includes presurgical consultations, related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Voluntary Sterilization	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

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% after in-network deductible, in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Kidney, Cornea and Skin	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Inpatient Substance Abuse Treatment	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
	Limited to a combined maximum of 60 days per calendar year with 120 days lifetime per member	
Outpatient Mental Health Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible, in participating facilities only
	Limited to a combined maximum of 120 visits per member per calendar year	
Outpatient Substance Abuse Treatment – in approved facilities only	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible, in approved facilities only
	Limited to annual state-dollar amount (that combines outpatient and residential substance abuse)	

Other Covered Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Allergy Testing and Therapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Osteopathic Manipulative Therapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Chiropractic Spinal Manipulation	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient Physical, Speech and Occupational Therapy Services – provided for rehabilitation	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
	Note: Outpatient physical therapy is not covered at nonparticipating facilities.	
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable Medical Equipment	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Prosthetic and Orthotic Appliances	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Prosthetics	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Orthotic Appliances (excludes shoe inserts)	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Private Duty Nursing Services	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

In-Network

Out-of-Network

Prescription Drug Coverage

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductible, copay, out-of-pocket copay maximum and lifetime dollar maximum required under your Flexible Blue medical coverage.

Flexible Blue RxSM Prescription Drug Plan: <ul style="list-style-type: none"> • Federal-legend drugs • State-controlled drugs • Disposable needles and syringes – dispensed with insulin • Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of prescribed medication by mail from Medco (no coverage out-of-network) 	Network Pharmacy: 100% of approved amount after Flexible Blue medical coverage deductible Non-Network Pharmacy: 80% of approved amount after Flexible Blue medical coverage deductible (The 20% out-of-network copay will not be applied toward your annual Flexible Blue deductible, out-of-pocket copay maximum or lifetime dollar maximum.)
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Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan.
 A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Deductible, Copays and Dollar Maximums

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing. 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 Note: Your deductible combines the deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$4,000 for a one-person contract or \$8,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.		
Copays • Fixed Dollar Copays • Percent Copays	None	None 20% of approved amount Note: Services without a PPO network and emergency services are covered at the in-network level.
Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays	Not applicable	Not applicable \$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year (excludes 20% out-of-network prescription drug copays) Note: Your copay dollar maximum combines the copay amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.
Dollar Maximums	Combined \$5 million lifetime per member for Flexible Blue medical coverage and Flexible Blue prescription drug coverage and a separate \$1 million lifetime per member per covered specified organ transplant type	

Optional Riders

Rider FB – OCSM-24	Adds coverage for osteopathic and chiropractic spinal manipulation, up to 24 visits per member per calendar year.
Rider FB – RM100 and Rider FB – PC 500M	Removes copay and deductible for mammography services provided by PPO providers. Adds coverage for preventive care benefits provided by PPO providers, up to a combined maximum of \$500 per member per calendar year. Mammography services are not included in the \$500 annual maximum. Note: These riders are available only as a "package" of preventive care services.
Rider CI, Rider PCD2 and Rider PD-CM	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as a "prescription drug package" with the Flexible Blue Prescription Drug Plan. Riders CI and PCD2 are part of your medical-surgical coverage and Rider PD-CM is part of your prescription drug coverage.
Rider XVA	Excludes benefits for voluntary abortions.



REGIONAL EDUCATIONAL SERVICE AGENCY

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Letter of Agreement

Between Service Employees International Union (SEIU) Local 517M (Teacher Aides and Program Assistants) and the St. Clair County Regional Educational Service Agency (RESA)

It is understood and agreed between the parties that the collective bargaining agreement limits the amount of time substitutes may be used in place of bargaining unit positions. (Art. 1, Sec. 4) The parties agree that the same provision of the contract requires that a posting of an open position within a program/classroom be included in the posting, as well as the staff member, if known to who the aide is to report. Further, the parties agree that on at least an annual basis, a review of staffing levels, student to staff ratios as well as the assignment of students within particular classrooms/programs occurs. Due to the very nature of the students serviced by the Woodland Developmental Program, additional services, supports or personnel may be required to be adjusted more frequently. The ability, in specific and limited circumstances, to change, add or modify staff member's assignments becomes critical.

A need has been identified by RESA that necessitates additional support in the form of an additional staff member for one of the current programs. The type and nature of this need requires that in the event that the configuration of the classroom/program changes or the behaviors currently being exhibited change the need for additional support may move from its current identified classroom/program to another. In an effort to avoid creating a "temporary" assignment that does not provide for all the rights and benefits of a new bargaining unit member, the RESA intends to create a new aide job description. This position will "assign" the aide not to a specific teacher and classroom/program, but rather will assign the person to the principal and the office as the "assignment". This newly created aide position will be temporarily assigned to a specific classroom/program as needed and will not receive a traditional assignment in any one room/program.

Having met with the union leadership on November 11, 2009 we are in agreement that the role of a Special Services Teacher Aide will be allowed for the duration of this current contract (July 1, 2009 - June 30, 2012), and the terms and conditions of this letter of agreement will expire unless extended between the parties at that time.

In order to address the concerns of the SEIU representatives relating to the creation of this type of aide position, the RESA agrees to the following:

- In this newly created position, the Special Services Teachers' Aide will report to the Principal and temporary room assignments' will be made on staffing needs which will include student/staff/impairment ratio and necessity.

- During the period of time the letter of agreement is in full force and effect, the RESA agrees that no more than three such positions will be created within this classification.
- It is the intent of the RESA to make these assignments for as long a period of time as the need exists. This position is not to be used in the place of substitute aides that would call for a changing daily assignment. Rather, it is the intention of the RESA to make assignments in increments of 2 week blocks or longer.
- Current staff levels cannot be guaranteed from one year to the next due to the continued reduction of the number of students enrolled at Woodland over the past several years. It should be noted that student to staff ratios will continue to be dictated by law, and those ratios will be followed.
- It is understood and agreed to by the parties that summer school assignments within certain programs will be made available. A regularly assigned aide to a classroom/program will be given first refusal rights and then the positions will be filled based upon seniority. In the event an issue not anticipated by this letter of agreement occurs, the parties agree to meet and review any relevant contract provisions, prior to awarding summer employment opportunity.
- For those new job postings intended to be assigned in this fashion will be known as 'Special Services Teacher Aide'. This category/classification of aide does not replace the current positions currently identified within the bargaining agreement.

Katherine A. Barner

Representative, SEIU 517M

Dated: 11/17/09

Dan L. DeGrow

Dan L. DeGrow
Superintendent, SCC RESA

Dated: 11-20-09

IN WITNESS THEREOF, we hereunto set our hands and seals this 14th day of May, 2009.

LOCAL 517, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

ST. CLAIR COUNTY
REGIONAL EDUCATIONAL
SERVICE AGENCY

Kathleen A. Barnes

James E. Bunker

Charles J. Bunker

Paul Anousch

Donna Thompson

Howard Gordon 05/14/09

Jim DeMeest

***Updated Schedule "A" will be attached

IN WITNESS THEREOF, we hereunto set our hands and seals this 14th day of May, 2009.

LOCAL 517, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

ST. CLAIR COUNTY
REGIONAL EDUCATIONAL
SERVICE AGENCY

Kathleen A. Barnes

Kevin Schueler

Gregory Schubert

Kathy Anderson

Donna Thompson

Hewitt Gordon 05/14/09

Jim Westgate

***Updated Schedule "A" will be attached