

# **MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS**

18530 Prospect Street Melvindale, Michigan 48122-1596

# NON-TEACHING COLLECTIVE BARGAINING CONTRACT

7/1/2017 - 6/30/2019

Between

**MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS** 

And

TEAMSTERS LOCAL 214 NON-TEACHING UNION

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# CONTRACT BETWEEN THE MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS AND TEAMSTERS LOCAL 214

### **PREAMBLE**

This contract, between the Melvindale-Northern Allen Park Public Schools, thereinafter referred to as the Board, and the Teamsters Local 214, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

### ARTICLE I - RETENTION OF MANAGEMENT RIGHTS

This agreement is not intended to abrogate the statutory powers of the Board to make reasonable rules and regulations, to manage, and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, subject however to any limitations to any such powers imposed by this agreement.

### **ARTICLE II - RECOGNITION**

The Board recognizes the Union, Teamsters Local 214, as the sole and exclusive Bargaining Agent of all non-teaching employees, except Aides, and except Supervisors, as defined in Act 379, Michigan Public Acts of 1965, As Amended, for the purpose of establishing wages, rates, hours of work and other conditions of employment.

### **ARTICLE III - UNION SECURITY**

### Section 1

Employees, under current Michigan law, have the right to join the union and belong, or not. If members, the employee has the choice to pay full dues or a lesser service fee. If the state law shall be amended or repealed, the parties agree to meet and discuss alternative language.

### Section 2

The Board will notify the Union in writing within two (2) days of a Board resolution hiring a new employee in the bargaining unit.

### Section 3

In 2012, the Michigan legislature made the collection of union dues by the school district illegal. Should this law be amended or repealed, he parties agree to meet and discuss alternative language.

### Section 4

Upon proper written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for tax-deferred annuities and credit unions. With mutual agreement of the Union and Employer, additional deductions may also be made.

### ARTICLE IV - SENIORITY

#### Section 1

Seniority will be on a school district basis, will be defined as an employee's length of continuous service with the School District, since his/her last hiring date, and will commence after ninety (90) days of employment and be retroactive to the day the employee commences work. A temporary or substitute employee will not obtain or accrue seniority. Seniority commences with employment by Board motion. If two or more employees are hired on the same day, seniority commences with employment by Board motion. Except for clerical and head cooks, in the event of layoff, seniority preference will be granted to the Chief Steward for that period of time he/she holds office. On July 1, 2014, all employees' seniority will be determined and stated, thereafter, hiring date shall determine seniority without regard to a position's hours.

### Section 2

Seniority will not be affected by the race, sex, marital status, color, religious creed, age, ancestry or national origin of the employee. The seniority list on the date of this contract will indicate the name and job title of each employee in the bargaining unit entitled to seniority. The Board will keep the seniority list up-to-date and will provide the local Union with an up-to-date copy at least every six (6) months.

### Section 3

- A. The Board will be notified seven (7) calendar days in advance by an employee voluntarily terminating his/her employment. Failure of the employee to notify the Board may result in a loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give such notice.
- B. All seniority will be lost and the employee will be considered to have quit when an employee is absent for three consecutive working days without notifying the immediate supervisor. This will not be construed a permissive right for an employee to voluntarily absent himself/herself from employment. An employee is required to give immediate notice to their immediate supervisor (Clerical Supervisor, Cafeteria supervisor or Maintenance Supervisor) or designee of any intent to absent himself/herself from work except in case of emergency such as serious illness, death or accident to the employee or his/her immediate family.
- C. Over-extending a leave of absence, sick leave or over-extending a lay-off for more than five (5) days following a written request that the employee return to work, may result in loss of seniority. If the employee notifies the Board in writing within the five (5) days that the employee will return within five (5) additional days, and the employee does return accordingly, there will be no loss of seniority. (An employee will give notice as promptly as circumstances permit, as to when employee will return to work, and the Board will not be obligated to put employee to work on the day employee reports without such notice.)
- D. Seniority shall be lost due to termination, retirement or resignation. Seniority shall also be lost in case of a layoff, sick leave or Worker's Compensation status that exceeds total accrued seniority or two years, whichever is less.
- E. An employee shall not receive seniority credit for unpaid time.

# ARTICLE V - STEWARDS AND UNION REPRESENTATION

### Section 1

The employees in each group classification will be represented by one Steward. All Stewards will report to Chief Steward.

### Section 2

The group classifications are as follows:

For Steward Representation	For Posting and Bidding
A. Maintenance, Hall Monitors and Operations	A. Maintenance
B. Clerical, Library Aides	B. Hall Monitors
C. Cafeteria	C. Operations
D. Transportation	D. Transportation
	E. Clerical
	F. Cafeteria
	G. Library Aides

# ARTICLE VI - GRIEVANCE AND GRIEVANCE PROCEDURE

### Section 1

A grievance is defined as a violation of any portion of this contract. A grievance may be filed by the Union representative or an employee, or group thereof, whose name or names will be listed in any written grievance filed. The grievance procedure has time limits for each given step and at any time the time limits are violated in any step by either party the grievance will be deemed lost by the violating party. Time limits may be extended by mutual agreement between both parties.

The statement of grievance will state the facts of the grievance, identify all provisions of the contract violated, indicate the relief requested, and be signed by the Union and employee.

Any individual employee, at any time may present a grievance and have a grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Collective Bargaining Contract. A copy of the grievance disposition will be given to the grievant and also to the Union.

### Section 2

- A. Step 1. Within five (5) working days, (counted as days when the aggrieved person is actually on the job), following the act or condition, or discovery of the act or condition (Teacher Contract definition of discovery) which is a basis of a grievance, an employee must present the written grievance to his/her immediate supervisor. An employee may request the presence of a Steward, or in his/her absence, Chief Steward, at any stage of the Grievance Procedure. Within three (3) days after presentation of a grievance, the immediate supervisor will give their answer in writing to the employee and the Union a written explanation for reason of denial.
- B. Step 2. Within five (5) working days of the written answer from the immediate supervisor, the Union may request, in writing, a meeting with the Superintendent or designee. The Superintendent or his/her designee will meet with the Union within seven (7) working days after receipt of the request and answer the grievance in writing within five (5) working days of the meeting, unless a longer time is mutually agreed upon by the Union and the Superintendent.

An employee or the Union may request, in writing, a Board hearing upon receiving a written answer from the Superintendent only if the issue involves loss of contractual pay for disciplinary reasons; or disciplinary action that requires a Board hearing for contractual or statutory reasons.

The Board meeting, if requested, will be held within thirty (30) days of receipt of such a request. The Board will deliver its answer in writing to the grievant within ten (10) days of the conclusion of the hearing.

C. If the Union is not satisfied with the disposition of the grievance by the Board at its hearing as described above, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Written notice of intent to arbitrate shall be given to the Board within sixty (60) working days after Board's action. Arbitration shall be conducted under the jurisdiction and rules of the Federal Mediation & Conciliation Service (FMCS). The Board and the 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. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

### Section 3

The Board will not be required to pay wages for more than five (5) days prior to the day the grievance was presented in accordance with the grievance procedure.

### Section 4

Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within two (2) days, will be deemed abandoned. Time limits may be extended by the Board and the employee, in writing, and if so, the new time will prevail. If the Superintendent or the Board does not respond to a grievance within the time specified, the grievance will be granted.

### ARTICLE VII - EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS

### **Section 1 - Job Descriptions**

The job descriptions, while not part of the negotiated contract, will be included in printed form as supplemental information.

Said job descriptions shall include title of job, reports to, job goal, performance responsibilities and job locator number.

These job descriptions shall also include reasonable qualifications required of the job, evaluation and other terms of employment as provided by the contract.

In establishing or updating job descriptions, management will meet with the Union to discuss such proposed changes.

### Section 2 - Full-Time, 52-Week Employees

A full-time, 12-month employee is defined as one who is employed twelve (12) months or fifty-two (52) weeks per calendar year.

- A. The employee will work an 8-hour day.
- B. The work week will be five (5) days, forty (40) hours a week.
- C. The employee will work on days when school is not in session, except for legal holidays.
- D. Summer hours will be mutually agreed upon by the Union and the School District Administration. If an agreement cannot be made, the summer hours will be 7:30 am to 3:30 pm.

### Section 3 - Full-Time, Less-than-52-Week Employees

A full-time, less-than-52 week employee is defined as an employee who is employed less than 52 weeks per school year.

- A. The work day will consist of 8 hours.
- B. The work week will consist of 40 hours.
- C. Less than 52 weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. If a 10-10½ month employee works the 12 months they will receive regular full-time benefits.
- E. The work week is Sunday through Saturday.

### Section 4 - Permanent Part-Time Employees

A permanent part-time employee is defined as one on the permanent payroll who, because of the work schedule, works less than a full day, such as hall monitors, cafeteria worker, transportation, clerical, library aides, and operational.

- A. The employee will work on a straight hourly basis in accordance with the pay schedule.
- B. All part-time employees hired after January 25, 1993, whose contractual work load is three (3) hours or less will have bidding rights outside of their present pay classification. Any switching of classification by the above named individuals will be determined solely by the Board based on qualifications and experience.

- C. Current employees will receive CTO, holiday and vacation pay on a prorated basis. Employees hired after the ratification of this contract and awarded a position with less than four (4) hours per day will receive CTO and holiday pay on a prorated basis.
- D. Beginning the day on which a permanent employee works in a higher paying classification, the employee will receive the next higher rate of pay above the step in their regular classification for all time worked in a higher paying classification.
- E. Any extra bus run that continues a schedule will be paid at straight time. On any bus run over their regular schedule, a minimum of one hour will be paid with management having the right to assign work within classification for whatever time not used on the actual run, to one hour.

A permanent part-time bus driver will have priority over a substitute driver for hours beyond his/her regular scheduled hours. Management retains the right to assign all extra hours for bus runs.

If a bus driver does not accept an assignment, the bus driver with the next fewest number of extra hours to his/her credit will be offered the assignment. The least senior in this classification must accept the assignment.

F. When the Strong Middle School afternoon bus run, which is the middle run (between the High School and Elementary runs), is moved because of an early dismissal situation, the drivers will be kept on the job at regular pay during the regular run times.

### Section 5 - Substitute Employees

This group is not within the bargaining unit. An employee in this group may be a substitute for maintenance, transportation, clerical and cafeteria employees. An additional worker employed during the summer is included in this group.

### ARTICLE VIII - WORK SCHEDULE, OVERTIME AND EXTRA HOURS

### Section 1 - Regular Hours

- A. A regular full-time employee will be scheduled to work a regular shift, and each shift will have a regular starting and quitting time. A work schedule showing the employee shift, work days, and hours will be posted on bulletin boards.
  - Due to the unusual job requirements and the past practice between the parties that has been followed over the years, the groundsmen's work day will be eight (8) consecutive hours within a twenty-four (24) hour period starting with the same time they are assigned to report to work either day shift or afternoon shift.
- B. Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position at the employee's current step (highest rate) (this pertains to employees working out of classification, and to permanent part-time employees).

No supervision, certified personnel, parent, etc., shall assume regular duties of a bargaining unit employee if it results in the replacement or displacement of any bargaining unit employee nor shall they be used to work during a period of layoff.

### Section 2 - Work Day

Eight (8) consecutive hours including a thirty (30) minute paid lunch period for all full-time employees within a twenty-hour (24) hour period, will constitute a regular shift, except for emergencies or unusual job requirements. Any employee required to remain on the school premises during their lunch period shall receive pay for same.

### Section 3 - Work Week

The work week will be Sunday through Saturday, inclusive.

### Section 4 - Overtime pay and Hours

- A. A full-time employee will receive time and one-half (1½) his/her regular hourly rate of pay for all work over forty (40) hours per week.
- B. A full-time employee will be paid double his/her regular hourly rate for work performed on a holiday, and for work performed on a Sunday for other than school sponsored activities.
- C. Weekend and holiday building inspection will be paid at the rate of time and one-half.
- D. Overtime in excess of both hourly and weekly limits will not be compensated more than once as overtime.
- E. An employee in one group classification will not be called to perform work in another group classification in order to avoid paying overtime; however, they may be used after it has been offered to all employees in the group classification.
- F. Notwithstanding anything herein to the contrary, all unit members will be paid \$9.00 per hour for "sitting time" when transporting students to field trips, including athletic trips, during the time that the driver is not actually driving. All drivers will remain with their buses during the field trips. Drivers will be guaranteed two (2) hours minimum driving time for field trips. For Saturday and Sunday field trips, including athletic trips, the driver will be paid two (2) hours at their current hourly rate for two (2) to four (4) hours of "on call" time, three (3) hours at their current hourly rate for over four (4) to eight (8) hours of "on call" time and four (4) hours at their current hourly rate for over eight (8) hours of "on call" time. To be eligible for this "on call" time, the driver must work the entire run for that day.
- G. Vacation days and CTO days shall not count toward computing weekly overtime. However, in the event of an emergency situation as determined by the Director of Maintenance, vacation time and CTO may be

utilized toward computing weekly overtime. In no event shall overtime be paid in these situations without prior authorization from the Director of Maintenance.

### Section 5 - Call-In Time

The following provisions are provided for an employee called back to work on weekends, holidays, and for emergencies, excluding building inspectors. Hours for building check will be one (1) hour for each building check at the rate of time and one-half. Failure and neglect to arm the building Security System may result in disciplinary action.

- A. A full-time employee will be paid a minimum of two (2) hours at time and one-half or may request two (2) hours of compensatory time at time and one-half for weekends and emergencies, and double time for holidays except as stated in this agreement. Request for compensatory time must be at least 48 hours in advance. Employees may accumulate compensatory time until the end of the school year, but must notify the Director of Finance no later than June 15 to be paid for the accumulated compensatory time. All compensatory time must be used by August 1.
- B. A permanent part-time employee will be paid a minimum of two (2) hours for work on weekends and emergencies. If the employee has met the forty hours per week requirement, they will be paid at time and one-half and double time for holidays except as herein stated in this agreement.

### Section 6 - Extra Hours

Hours before and after the regular assigned hours in all classifications are considered extra hours. When the regular assignment plus the extra hours exceeds 40 hours in one week, the hours over 40 will be paid at time and a half. Extra hours beyond the regular daily assignment will be rotated within each building.

A. The Chief Steward and a Board Representative will meet semi-annually to review rotated hours in accordance with the provisions of this contract.

#### Clarification:

- 1. In the case of any custodial absence the first people, if a sub is not available, will be the groundsmen.
- 2. In the case of a night-shift absence, the groundsmen shall be given a 24-hour notice.
- 3. If a day-time absence is involved, the groundsmen may be assigned directly.
- After the above are exhausted, the other custodial employees in each building will have the first right to work.
- 5. All other custodial employees will be called in order of the extra time they have worked in inverse order.
- 6. In the case of a new employee, he/she will start at the top as far as extra hours are concerned.
- B. Extra hours in central office will be filled by the regular person working in that position. When he/she is not available to work, it will be assigned to the next qualified person.
- C. For bus drivers and bus aides, all extra hours <u>following</u> the normal school year to be assigned by seniority and rotated in two (2) week increments.

### Section 7 - Work at Employees Option

For the purpose of this Article, time not worked because the employee does not choose to work will be charged against such employee to the extent of the number of extra hours worked during that period.

### Section 8 - Absence Notification

Employees calling in to report their expected absence shall not be required to give a detailed explanation other than to identify the type of absence. Employees must call in at least two (2) hours prior to their scheduled start time to report an absence. Exceptions shall be granted to the two (2) hours notification rule in the case of emergency or circumstances beyond the employee's control.

### ARTICLE IX - WAGE SCHEDULE

An employee will be compensated in accordance with the wage schedule in this contract. Newly hired employees will be compensated in accordance with the wage schedule for New Hires in this contract. The Director of Finance has established a Tier 3 Salary Schedule (See Appendix C) effective for all new hires under this agreement as follows:

- Schedule includes four (4) steps at 85%, 90%, 95% and 100% of hourly pay for each position.
- Tier 3 employees will have Tier 2 status regarding vacation time, CTO time, and sick banks.

When any position not listed on the wage schedule is established by the Board, the Board will designate the classification. Rate of pay, hours of work, and work conditions of a new classification and changes in rate of pay, hours of work and work conditions of an existing classification, are subject to negotiations.

For each year of the two (2) year contract, employees shall receive stipends/steps as follows:

A wage increase of three percent (3%) in 2017; and a wage increase of three percent (3%) in 2018.

### ARTICLE X - PAID HOLIDAYS

### Section 1 - Paid Holidays

- A. If a holiday falls on Saturday, holiday will be celebrated on the preceding Friday. If a holiday falls on Sunday, with the exception of Christmas Eve or New Year's Eve, it will be celebrated on the following Monday. If Christmas Eve and New Year's Eve fall on Sunday, the employee will receive an additional holiday or extra pay at the option of the employer.
- B. An employee will be paid for regular holidays occurring during the work week, if the day before and the day after have been worked, or if a CTO, vacation or sick day is used. If an employee is required to work, he/she will be paid at the rate of double time for the time worked.
- C. The holidays will be on a prorated basis based upon the number of hours of employment required by the job classification. Permanent part-time employees who work twelve (12) months will receive the same paid holidays as twelve months full-time employees, but on a prorated basis. An employee requested to work during Christmas, Easter and/or the summer break will receive the paid holidays that fall within this period.
- D. It is agreed that if any scheduled holiday days conflict with the need of the District to have employees present, the District and the Union will mutually resolve the conflict so that the educational program is not impacted. In any case, employees will receive the same number of paid holidays.
- E. Mandatory Easter break shutdown for four (4) days for 52 week employees. Employees will bank the 4 days of Vacation on July 1.

### Section 2 - Paid Holidays for Full-Time, 12-Month Employees

New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th
Christmas
December 26th when Christmas falls on Thursday
December 31st
Good Friday (or its equivalent)
Easter Monday (or its equivalent)
Winter Break (2 days)

### Section 3 - Paid Holidays for Full-Time, Less-Than-52-Week Employees

Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31st
Christmas Day or New Year's Day
December 26th when Christmas falls on Thursday
Good Friday (or its equivalent)
Winter Break (2 days)

### Section 4 - Paid Holidays for Permanent Part-Time Employees

Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31<sup>st</sup>
Christmas Day or New Year's Day
December 26 when Christmas falls on Thursday
Good Friday (or its equivalent)
Winter Break (2 days)

A. Current employees will receive CTO, holiday and vacation pay on a prorated basis. Employees hired after the ratification of this contract and awarded a position with less than four (4) hours per day will receive CTO and holiday pay on a prorated basis.

### ARTICLE XI – INSURANCE

### Eligibility for Hospitalization, Prescription, Dental & Optical Insurance:

Employees hired for four (4) hours and up, their spouse, dependent children to the end of the year in which they turn 19 and dependent full-time college students to age 25 or as required by law.

Subject to ratification of this contract, any employee hired into this Unit shall not receive insurance benefits except in the following classifications: Clerical, Cafeteria, Bus Driver, and Transportation Coordinator.

Prior to the second year of this agreement a duly authorized representative of the Melvindale Northern Allen Park Board of Education or a duly authorized representative of the Teamsters Local 214 may request a meeting to discuss consideration of health care options.

### Section 1 – Hospitalization and Prescription Insurance (Pro-rated for employees hired for four (4) hours and up)

- A. Except as limited below, the Board will provide a Priority Health or Health Alliance Plan (HAP) Health Maintenance Organization (HMO) Plan (or comparable provider) insurance and prescription coverage for full-time employees hired prior to February 1, 2011 and for the duration of this contract. (See benefit summary attached in Appendix B and Part E below.)
- B. A permanent part-time employee (four (4) hours up to, but not including eight (8) hours per day) will receive a prorated share of benefits prorated on an eight hour day. Current employees, other than full-time, contributing to health care cost-sharing based on a prorated formula of regular work hours, will pay no more than 50% of the total cost of the health care premium.
- C. The Board will make no direct payment to any other insurance carrier, except as authorized above, for hospitalization.
- D. In the event a permanent full-time employee elects to waive coverage under the District's health care plan, she/he shall be compensated at a rate of six hundred dollars (\$600.00) per contract year, payable the first check in November. This shall be known as "Coverage Waiver Compensation" (Cash in lieu of health and prescription insurance.) To be eligible to receive this payment, the employee must show proof of coverage under an alternate plan. If the employee loses coverage (for example, by the death of spouse, or if spouse loses his/her job), the employee shall be eligible to re-enroll under the District's health care plan by reimbursing the District one-twelfth (1/12) of the buyout per month left in the contractual year of coverage, subject to the approval of the insurance carrier. The employee must show proof of a loss of coverage.
- E. Any other provision of this agreement notwithstanding, all employees shall be liable for a portion of the premium payment for their hospitalization and medical insurance and prescription coverage. All payments will be made through payroll deduction. Pursuant to State statute the Board of Education may choose the "hard cap" or to pay no more than 80% of the insurance premiums. Each year, prior to making said decision, the Board and the Union will meet to discuss said decision. If the hard cap is chosen, employees working less than an eight (8) hour day (full time) shall pay for any costs above the hard cap, as well as a proration based upon their regular hours worked, divided by 8.
- F. Any TEAMSTERS LOCAL 214 member must select the waiver coverage as stated in Article XI, Section 1, D, if their spouse is employed by the district and is receiving insurance coverage through the school district.

### Section 2 - Full Dental Insurance Plan (Prorated for employees hired for four (4) hours and up)

The Board will provide fully-paid Cigna Dental PPO (or comparable provider) dental insurance. (See Appendix B for benefit summary.)

### Section 3 - Optical Plan (Prorated for four (4) hours and up)

Benefits provided through National Vision Administrators, L.L.C. (NVA) (or comparable provider) are available once every 12 months with minimum coverage as described in Appendix B., Schedule of Vision Benefits.

### Section 4 - Group Life Insurance

A. The Board will provide Group Life Insurance, Accidental Death and Dismemberment coverage on the following basis:

Hours of Employment Per Day	Amount of Group Life and Accidental Death and Dismemberment
7 hours or more	\$30,000
4 hours through 7 hours	\$25,000
Over 2 hours and under 4 hours	\$10,000

B. A new permanent employee will be covered as of the first of the month following the date of hire. A beneficiary form must be completed and signed prior to the effective date of coverage.

### Section 5 - Long-Term Disability

The Board shall provide, at no cost to the employee or bargaining agent, a policy which will guarantee an employee who is unable to perform his/her duties because of illness or conditions physical or mental (excluding the following conditions of Appendix A).

The employee is responsible to use leave days (CTO, vacation and/or Sick days/hours) to be paid through the first sixty (60) calendar days of the illness. If the employee does not have leave days to use, these days will be unpaid (docked). On the sixty-first (61<sup>st</sup>) calendar day of illness the insurance program will start and continue payments, according to the specifications of the policy, providing the employee provides a statement from the doctor stating the illness and that the employee is unable to perform one hundred percent (100%) of his/her duties.

The coverage and benefits are defined in Appendix A and consist of a sixty (60) day elimination period with a monthly benefit of 66.66% for the first 12 months and 60% thereafter of Covered Monthly Earnings; the benefits are of the minimum allowed by the contract and only an increase of benefits will be accepted. All other procedures, definitions and requirements will not be changed or altered. All future policies cannot deviate from the specifications detailed in Appendix A. The carrier will be the sole decision of the Board providing the Union has the guaranteed right to eliminate or refuse any carrier which does not meet all specifications in Appendix A before Board adoption of carrier.

- A. An employee receiving benefits from the insurance company will be considered on sick leave for the length of the disability and will be deemed to be on continued employment for the purpose of computing all benefits except as herein stated. When the employee goes on disability, the position must be posted after ninety (90) calendar days on a temporary basis.
  - When a permanent employee returns, the employee is guaranteed their former position until the disability exceeds two (2) years and then the returning employee would have to go to a position to which his/her qualifications and seniority allow. After the employee is on disability two (2) years or retires, the position will then become permanent to the employee who received it through temporary posting. Those who were previously grandfathered will continue to be grandfathered.
- B. Any forms filled out by the employee in order to collect benefits from the company, or any other processes or procedures required by the insurer, will not be used by the Board or its agents to negate or modify any of the employee's contractual or statutory rights with the Board of Education, other than those financial rights replaced by the policy. It will be clear that such requirements are being followed for financial benefits only.
- C. Upon exhaustion of all CTO, vacation and Sick time, the Board shall continue to pay the premium for health and life insurance for two (2) months following an employee's disability, provided the employee copay is submitted to the district in a timely manner as requested. The employee will be able to continue healthcare and prescription coverage and life insurance at group rates beyond the two (2) months, provided he/she makes the full payment at their own expense. An absence of more than three consecutive days must be evaluated to determine qualification for Family Medical Leave Act (FMLA) protection. FMLA's allow the employee to keep all insurance coverage intact for up to 12 weeks. LTD shall be started on the sixty-first (61<sup>st</sup>) calendar day (start of the insurance program). District leave-days and FMLA's run concurrently up to and including the start of LTD.

Failure of the carrier to meet the provisions of this contract will result in the Board and the Union initiating appropriate legal action to protect this provision of the contract. Cost to be shared equally.

The Board will not pick up income tax on vouchers paid by any insurance carriers.

Seniority will continue to accrue for the first one hundred (100) days of a qualified disability after which it will be frozen.

### ARTICLE XII - WORKER'S COMPENSATION, INJURY AND ILLNESS

#### Section 1

An employee sustaining any injury arising out of and in the course of employment by the Board will be compensated in accordance with the provisions of the Michigan Worker's Compensation Act. Further, the Board will pay to the employee a sum which, inclusive of Worker's Compensation and other disability benefits, with total not to exceed 80% of the employee's regular wage while the employee is unable to return to work, for not to exceed one calendar year. Thereafter, sick days may be used.

### Section 2

When an employee is able to return to work, he/she will be reinstated in his/her former or a comparable position. If the employee is unable to perform the work, a special conference will be held between the Union and the Board for the purpose of determining if the employee is able to perform other work in a different job classification. If the Union and the Board are unable to agree, the Board's decision will be final.

#### Section 3

Before returning to work after an operation, serious injury or serious illness, the employee must present to the Board's Central Office a statement from a medical doctor stating that the employee has satisfactorily recovered and is able to return to work.

#### Section 4

In the event of a dispute involving an employee's ability to perform his/her work on his/her return to work from a lay-off or leave of absence of any kind, the Board's doctor and the employee's doctor will agree upon a third doctor who will submit a written report to the Board and the employee. The decision of such a third doctor will be binding on both parties. The expense of the third doctor will be shared equally by the Board and the Union.

### Section 5

An employee who has been on any approved leave for less than one (1) calendar year shall return to their original position. If an employee qualifies for the long term disability benefit, and is off on leave for over one (1) year, but less than two (2) calendar years, they can return only to an open position in the returning employee's classification, or if none are available, may bump only the lowest seniority individual in their classification. An employee, on a leave without the long term disability benefit, holds this right of return only until the twelfth (12) month, upon which time their employment is terminated.

An employee on Worker's Compensation leave and benefits shall maintain seniority and rights to return to their original position as long as that benefit is paid, or until a disability retirement is reached.

### ARTICLE XIII - LONGEVITY AND SEVERANCE PAY

### Section 1 - Longevity

For a permanent full-time employee, longevity will be made in one lump sum at the end of each year prior to June 30th.

9-14 years	\$250
15-19	\$500
20-24	\$750
25+	\$1000

Any employee eligible for longevity pay will be deemed to have earned a year's longevity by March 31, in any fiscal year. Any employee severing employment with the school district after March 31 will be paid a full year longevity. Any employee severing employment with the Board on or before March 31, will not be eligible for any longevity pay for that year.

### ARTICLE XIV - VACATIONS

### Section 1

A. The vacation plan for the full-time, 12-month employees will be as follows for Tier I employees:

After 1 year through 6 years	10 days
7 years through 10 years	15 days
11 through 19 years	20 days
20 + years	25 days

The vacation plan for the full-time, 12-month employees will be as follows for Tier II employees (hired after July 1, 1999):

After 1 year through 4 years	5 days
5 years through 10 years	10 days
11 years and more	15 days

- B. The amount of vacation to which an employee is entitled will be determined as of July 1<sup>st</sup> of each year. An employee will submit their vacation request in writing at least three (3) weeks in advance of the requested time off to their immediate supervisor. The supervisor will post the status of a vacation request no later than two (2) weeks after the request is submitted.
  - 1. Employees going from a part-time to a full-time position will have their vacation time prorated from July 1<sup>st</sup> of each year.
- C. Regular vacation is during the fiscal school year. For the custodial and groundsmen the calendar year will consist of fifty-two (52) weeks. No vacation time will be approved for the week after school closing or the week before school opening.

No more than 3% of the employees will be permitted to take vacation when school is in session.

### Section 2

A. Vacation days for full-time, less-than-52-week Tier I employees:

After 1 year through 9 years	8 days
To be taken:	3 days at Christmas
	5 days at Easter
10 years through 15 years	13 days
To be taken:	5 days at Christmas
	5 days at Easter
	3 days that can be used during school
	year by arrangement with immediate
	supervisor or carried over to the Sick Bank
16 years on up	14 days
· -	5 days at Christmas
	5 days at Easter
	4 days that can be used during school
	year by arrangement with immediate
	supervisor or carried over to the Sick Bank

Vacation days for full-time, less-than-52-week Tier II employees (hired after July 1, 1999):

After 1 year through 4 years

5 days

To be taken

3 days at Christmas

2 days at Easter

5 years through 10 years

7 days

To be taken

4 days at Christmas 3 days at Easter

11 years and more

10 days

To be taken

5 days at Christmas5 days at Easter

B. The amount of vacation to which an employee is entitled will be determined as of July 1st of each year.

 Employees going from a part-time to full-time position will have their vacation based from their equated date.

### Section 3

Unused vacation days may be carried over from one contract year to the next contract year to be entered into the Sick Bank (See Article XV, Section 2, Part A.) If vacation days are given for a holiday (See Section 2 of this Article), a request to be unpaid for that holiday will not be granted.

### Article XV - LEAVE OF ABSENCE, COMPENSATED TIME OFF (CTO)

### Section 1 - Leave of Absence

- A. A request for leave of absence will be made to the Board in writing. Leave of absence may be granted to an employee for a period not to exceed six months. Upon Board approval, it may be extended for an additional six months. The Board will not arbitrarily refuse a request for a leave. Position to be posted within seventy-two (72) hours of Board approval for any leave of absence three (3) months or over.
- B. An employee will not accrue seniority during a leave of absence nor receive pay or benefits except as herein otherwise indicated.
- C. If the employee appears for work without giving proper advance notice of his/her return from leave, the Board may refuse him/her permission to work and deduct his/her regular daily wage.
- D. Any employee on leave of absence accepting employment while on leave will be terminated.
- E. Necessary lay-offs pursuant to Article XX will constitute basis for halting leave benefits.

### Section 2 - CTO

A. A full-time twelve (12) month Tier I employee will accumulate two days/or sixteen (16) hours of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day/or (8 hours) will accumulate for each month the employee receives pay but not to exceed a total of fourteen (14) days/or one hundred and twelve (112) hours per year. These CTO's will be available after the 15<sup>th</sup> day of the month. An employee's absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Employees working 10-10½ months will accumulate two days of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day will be accumulated for each month the employee receives pay but not to exceed a total of twelve (12) days per year. Days will be converted to hours based on the employee's standard daily hours worked. These CTO's will be available after the 15<sup>th</sup> day of the month. An employee's absence will be chargeable to his/her earned compensatory time off (CTO) bank.

An employee may carry any unused CTO days to be entered into the Sick Bank from one contract year to the next contract year prorated to full-time. Once these days/hours have been entered into this bank, the days/hours are considered sick days/hours. No compensation or severance will be paid for any of these days/hours. These sick days/hours can only be used for illness or injury. If three (3) consecutive sick days are used out of the Sick Bank, a physician's script (M.D. or D.O.) shall be required for days thereafter. The script shall be presented on the fourth (4) day.

If an employee uses sixty (60) consecutive days for a personal illness or injury, he/she will be required to use a Long-Term Disability leave (See Article XI, Section 5 of this contract.) If an employee requests to use sick days/hours for the care of a sick member of the immediate family, he/she will be required to utilize a Family Medical Leave (if eligible) concurrently with the use of the sick days/hours.

During high peak times, the district may restrict the number of employees allowed to use CTO days. This restriction will not include employees off for medical reasons or for extenuating circumstances. The District and Union will mutually determine the high peak times.

B. A full-time (12 month) Tier II employee (hired after July 1, 1999) will accumulate one (1) day or eight (8) hours per month of compensatory time off for each month the employee receives pay but not to exceed a total of twelve (12) days or ninety-six (96) hours per year. These CTO's will be available after the 15<sup>th</sup> day of the month. An employee absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Tier II employees working less than 52 weeks per year will accumulate one (1) day per month for each month that the employee receives pay but not to exceed a total of ten (10) days or eighty (80) hours per year.

These CTO's will be available after the 15<sup>th</sup> day of the month. Days will be converted to hours based on the employee's standard daily hours worked. An employee's absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

### Section 3 - Sick Leave

Employees may accrue an unlimited amount of unused days/hours into a Sick Bank. These unused days/hours are carried over from the prior year's CTO and/or vacation banks and can only be used for illness or injury. These days may only be used by an employee after exhaustion of all current year CTO days. If after three (3) consecutive Sick Bank Days are used, a physician's script (M.D. or D.O.) shall be required. The script shall be presented on the fourth (4<sup>th</sup>) day.

- A. A deduction will be made on an employee's final check for CTO days used in excess of earned CTO days.
- B. Expected absences and return to work will be reported to the employee's immediate supervisor. As much advance notice will be given as soon as possible, preferably eight (8) hours before the start of the employee's scheduled duties except as otherwise indicated. Failure of notice may result in deduction of wages.
- C. No deduction in pay will result from absence from duty while an employee is on CTO days until his/her absence exceeds accumulated Sick Days. Unearned CTO days shall not be used unless equivalent days are available in the employee's bank.
- D. An employee will not accumulate compensatory time off for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- E. The Board portion of Hospitalization, Prescription and Group Life Insurance premiums will continue to be paid by the Board to cover the extended illness of an employee for not to exceed two (2) months, following the total use of accumulated days, or up to twelve (12) weeks of a FMLA, provided the employee copay of the premium is submitted to the district in a timely manner as requested.
- F. Any employee that has exhausted all Current CTO and Sick bank days/hours shall submit a physician's script (M.D. or D.O.) for each day of absence. The script shall be presented on the second (2) day.
- G. If an employee uses sixty (60) consecutive days for a personal illness or injury, he/she will be required to use a Long-Term Disability leave (See Article XI, Section 5 of this contract.) If an employee requests to use sick days/hours for the care of a sick member of the immediate family, he/she will be required to utilize a Family Medical Leave (if eligible) concurrently with the use of the sick days/hours.
- H. After the exhaustion of all current CTO and Sick bank days, a physician's script (M.D. or D.O.) shall be presented upon return to work to use a vacation day.
- I. Upon retirement, with fifteen (15) years or more seniority, employees with a minimum of thirty (30) banked days shall be paid for said days at a rate of fifty (\$50.00) dollars per banked day.

### Section 4 - Maternity Leave and Child Care Leave

- A. The Board of Education may grant an employee a child-care leave for six (6) months or less without pay or seniority, upon a written request for such a leave. Upon the exhaustion of the leave, the employee would return to her former position provided appropriate medical certification by her doctor stating that she is able to return to work is presented to the Superintendent of Schools, and provided further that her position is available and it being the time of year that she would normally work. An employee will be required to give a two-week notification prior to return to former position.
- B. An employee who suffers an interrupted pregnancy, still birth or death of any child for whom she received child-care leave, may (upon application to the Superintendent) be returned to service after appropriate medical certification by her doctor or the school physician, prior to the completion of said child-care leave provided that her position is available; it being the time of year that she would normally work.

- C. In the event that a member of the bargaining unit legally adopts a child, a child-care leave may be requested through the Board of Education.
- D. It is agreed that the failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services. Prior to termination of services and if requested by the employee, a hearing before the Board will be granted allowing the employee and the Union to present their case. Request for a hearing must be made within five (5) days of notification of termination of services.

Both the Maternity and Child Care Leaves are covered under Article XI, Section 5 (Long-term Disability) and the Family Medical Leave Act of 1993. During the Family Medical Leave, the eligible employee must use all days prior to going on unpaid status.

### Section 5 - Funeral leave

An employee will be allowed three (3) days funeral leave which must be taken consecutively for each death in the immediate family. The funeral shall be within the three (3) consecutive days. In the case of funerals which require an out-of-town trip, extra days may be requested using vacation/CTO time with written proof supplied. The immediate family will be defined as spouse, child, parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, grandchildren and other individuals living in the household of the employee being included in the definition under funeral leave.

### Section 6 - Jury Duty

Upon notice of jury duty, an employee will immediately notify the immediate supervisor. An employee called for jury duty participation during his/her employment hours will be paid the difference between what he/she received as a juror and the regular wages he/she would have normally received from the employer if employed, providing he/she notifies his/her immediate supervisor within seven (7) days of receipt of notice. Seniority and increments will accumulate according to the salary schedule.

### Section 7 - Military Duty

An employee who may enlist for one period of not to exceed four (4) years or be conscripted into the defense forces of the United States for service or training, will be re-employed upon termination of service, in his/her previous position, in line with his/her seniority, at the current rate of pay for such work, unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment as may be available in line with his/her seniority or work which is similar to that which he/she was doing before he/she left, at the current rate of pay for such work, provided he/she has been honorably discharged, or honorably separated, and is physically able to do the work and provided further that he/she reports to work within 60 calendar days after discharge or separation.

### Section 8 - Union Representation

An employee elected to any union office to do work which takes him from employment with the Board, at the written request of the Union, will be granted leave of absence for not to exceed one (1) year, subject to renewal upon request of the Union and at the discretion of the Board.

An employee selected by the Union to participate in any other Union activity will be granted a leave of absence at the request of the Union. A leave of absence for such activity will not exceed one (1) year, but leave may be renewed or extended for a similar period upon the request of the Union at the discretion of the Board. Such leave will be limited to one employee at a time. Seniority will accumulate. Upon returning, the employee will be reemployed in the same group classification.

### Section 9 – Secretarial/Clerk Overtime

Secretarial and clerk classifications shall have the option of choosing paid time and one-half (1.5) or compensatory time at one and one-half (1.5) for each hour worked in excess of 40 per week. Employees shall notify the school of their choice before the end of the pay period in which the overtime occurs. It is understood

that extra hours during peak periods may be required by the school, with prior notice, and that employees may be required to work extra hours in case of another employee's absence.

### **Section 10 - Professional Business**

The Board will provide five (5) days per year for one Union delegate or the Chief Steward to attend Union conventions or meetings.

If an employee is engaged in activity or business under the direction of the Board, the employee will not be regarded as absent even though such activity might require the employee's presence at a place other than that of his/her regular assignment.

The Chief Steward (or his/her designee) of the Union will be given four (4) hours of release time per week with pay (non-cumulative) to take care of union matters.

### ARTICLE XVI - BULLETIN BOARDS

### Section 1

The Board will provide a bulletin board to each building to be used by the Union for posting notices of the following types;

- A. Notices of recreational and social events.
- B. Notices of Election.
- C. Notices of results of Elections.
- D. Notices of meetings.
- E. Overtime lists.
- F. Collective bargaining contract and supplements Individual copies of District Calendars, Personnel Directory and Collective Bargaining Contracts will be provided to each building for posting. Electronic copies will be available.

A copy of materials posted on bulletin boards and placed in mail boxes will be submitted to the Board's Central Office.

# ARTICLE XVII - SPECIAL CONFERENCES - EXECUTIVE BOARD/MANAGEMENT CONFERENCES

### Section 1

A special conference for important matters will be arranged between at least two (2) representatives from the Union and two (2) representatives of the Board upon the request of either party. Arrangements for such special conference will be made in advance and a written agenda of the matters to be considered will be presented at the time the conference is requested. Said conference shall be held at mutually agreed to times.

### Section 2

To facilitate improved understanding of operational procedures and personnel matters as they relate to mutual concerns, quarterly meetings shall be conducted during the fiscal year. Arrangements for these meetings shall be made as in Section 1. Additional meetings may be called by either party.

### **ARTICLE XVIII - UNION ACTIVITIES**

### Section 1

The Board agrees that during working hours, on the Board's premises, and without loss of pay, Union representatives will be allowed to:

- A. Collect initiation fees and assessments and any Union dues not collected through payroll deductions.
- B. Post Union notices.
- C. Distribute Union literature.
- D. Solicit Union membership during other employee's non-working time.
- E. Attend negotiating meetings with Board Negotiation Team.
- F. Transmit communications, authorized by the local Union or its officers, to the Board or its representatives.
- G. Consult with the Board, or its representatives, concerning the enforcement of any provisions of this contract.
- H. Process grievances.

Time away from the job must be kept to a minimum. Except in performance of the duties as set forth above, no employee will engage in activities during working hours that detract from the performance of his/her duties and responsibilities. The privilege of conducting Union activities as set forth above will not be abused.

#### ARTICLE XIX - MISCELLANEOUS PROVISIONS

#### Section 1 - Mileage Allowance

- A. An employee required to drive his/her automobile within or outside the School District as part of his/her regular duties, will be reimbursed at the rate per the Internal Revenue Service standard mileage allowance for that calendar year.
- B. The Board will reimburse any employee required by the Board to have a chauffeur's license the difference between a chauffeur's license and a driver's license. However, employees who work for another employer who also requires a chauffeur's license, if this work is performed during regularly scheduled hours of employment with the Board, shall be required to reimburse the Board its cost.
- C. Employees who cease employment with the district during the term of the license shall reimburse the Board a pro-rated position of the chauffeur's license fee.

## Section 2 - Uniform and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device will be furnished to the employee by the Board. The cost of maintaining the uniform or protective clothing in proper working condition is the responsibility of the Board (includes tailoring, dry cleaning, and laundering; cafeteria apparel not included).

#### Section 3 - Job Postings, Vacancies and New Positions

- A. Vacancies and assignments will be filled according to ability and qualifications. The Employer may utilize testing to determine ability and qualifications. Interested individuals may request and shall be provided with a sample test. If ability and qualifications are equal, seniority will control.
- B. A job becoming open will be posted for bid within five (5) days, by the Superintendent. Any employee (with the exception of those working three (3) hours or less who were hired after January 25, 1993) interested in bidding for the job will submit a written bid to the Superintendent within the time specified in the notice, provided the employee will have at least five (5) days to submit a bid. Follow-up Temporary positions will be posted for bid within 30 days by the Superintendent. All positions remaining open after the bid process will be filled with substitute employees. If the job is not desired by any employee, the Superintendent may recruit an employee. If the job is not filled within thirty (30) days from the close of bidding time, the job will be reposted.
- C. Before a job opening is filled, the Superintendent will discuss the same with the Union Chief Steward and group classification Steward.
- D. Upon Board approval, an employee obtaining a job through posting will be immediately transferred to his/her new position within two (2) days.
- E. An employee whose job is abolished will be entitled to any classification to which his/her seniority and qualifications warrant.
- F. In any necessary reduction in staff, a senior employee will be given preference over a junior employee, provided he/she has the qualifications and ability to do the job. Work loads may be changed as a result of a necessary reduction in staff.
- G. 1. A probationary period of ninety (90) days is required of a new employee. Any employee absent more than five (5) consecutive days during their 90-day trial period will resume their 90-day trial period at the number of days left when the interruption occurred. The Employer's decision as to whether the probationary employee will be continued or not shall be left to the discretion of the Employer. The Employer's decision shall not be subject to the arbitration section of this contract and is not arbitrable.

- 2. When an employee, other than a new employee, is awarded an open position, he/she will be granted a fifteen (15) work day trial period for a clerical position or five (5) work day trial period for a non-clerical position to determine his/her desire to remain in the position and his/her ability to perform the work. During the trial period, the employee may return to this former job. If, within the first thirty (30) work days, the Board determines that the employee is unable to satisfactorily perform the work and returns him to his/her former position, the Union may request that the Board submit its reasons for such action in writing, with a copy furnished to the employee. The matter may then become a proper subject for the second step of the grievance procedure. The next senior employee who bids will be awarded the position, without a reposting. Each school semester a bid pool will be held for bus drivers and bus aides. These bid pools will be conducted by the Union and all decisions and assignments will be effective for the entire semester. The fifteen (15) or five (5) work day trial period does not apply to these positions and bid pools.
- 3. An employee hired or rehired on or after June 15, 1990 shall be paid a hiring-in rate of 85% of the negotiated classification rate of the job to which he/she is assigned.
  - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated classification rate of the job to which he/she is assigned.
  - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated classification rate of the job to which he/she is assigned.
  - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated classification rate of the job to which he/she is assigned.
- 4. An employee hired or rehired on or after July 1, 1999 shall be paid a hiring-in rate of 85% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
  - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
  - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
  - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated Tier 2 classification rate of the job to which he/she is assigned.
- 5. An employee hired or rehired on or after September 1, 2017 shall be paid a hiring-in rate of 85% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
  - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
  - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
  - Upon completion of three years of employment (156 weeks) such employee shall receive
    the full negotiated classification rate of the job to which he/she is assigned.
    (See Salary Schedule Non-Teaching Personnel New Hires Appendix C)
- H. Postings will include job classification, a reference to job description supplement to this contract, number of hours per day, number of weeks per year, rate of pay, building and area. After a job is filled, the Board will not make any changes arbitrarily.

#### Section 4 - Discipline and Discharge

- A. Except in unusual circumstances requiring action in the best interest of the School District, an employee may be disciplined only for failing to fulfill his/her responsibilities as an employee. Any discipline imposed may be processed through the regular grievance procedure. The Union may appeal suspension or discharge directly to the Superintendent of Schools.
- B. Except in unusual circumstances requiring immediate action in the best interest of the School District, disciplinary procedure will be as follows:
  - 1. Verbal warning by appropriate administrator.

- 2. Written warning by appropriate administrator.
- 3. Suspension with pay pending a "just cause" hearing.
- 4. Suspension without pay.
- 5. Dismissal for just cause only.
- C. It is understood that the concept of progressive discipline does not require that each disciplinary step must be exhausted before the next is imposed. Likewise the concept does not mean that the imposition of one step requires that a subsequent, similar breach of contract calls for the imposition of the next step. The purpose of progressive disciplinary action is to correct the breach of contract at the lowest effective step and discipline will be determined by the severity of the offense, the number of occurrences and other related factors.
- D. An employee's record will be cleared if there are no infractions for a period of two (2) years.
- E. An employee who is unnecessarily absent from their duties in excess of the number of days contractually provided will be disciplined as follows:

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1<sup>st</sup> Absence – 3 day unpaid suspension
2<sup>nd</sup> Absence – 5 day unpaid suspension
3<sup>rd</sup> Absence – Termination
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#### Section 5 - Rest Period

- A. An employee will be permitted to take a fifteen (15) minute break with the immediate supervisor's knowledge in the first half and second half of each shift, provided regularly scheduled work is not disrupted.
- B. An employee who works beyond the regular quitting time into the next shift will receive a fifteen (15) minute rest period before he/she starts to work on such next shift, in addition to the regular rest periods that occur during the shift.

#### Section 6 - Meal Periods

A full-time employee will be granted an uninterrupted lunch period during each work shift. Whenever possible, the lunch period will be scheduled at the middle of each shift.

#### Section 7 - Work Rules

- A. New work rules are subject to negotiation before becoming effective.
- B. The Board will post new work rules for ten (10) days before they become effective. Each employee will receive a copy upon request.
- C. The reasonableness of a new work rule and alleged discrimination in application of any work rule is a proper matter for a grievance by the Union.

#### Section 8 - Employees Change of Address or Telephone

It will be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address and telephone number, as it appears on the employer's records, will be conclusive when used in connection with notice to employees.

#### Section 9 - Flu Shots

The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board. The Board of Education will pay for required health cards for all employees.

## Section 10 - Education/Tuition Reimbursement

Employees will be compensated up to \$300.00 per year for any post-secondary class work. Employees must receive a grade of "C" or better and provide a financial statement from the institution of their costs. Reimbursement will be prorated on an eight (8) hour work day.

#### Section 11

Building secretaries shall administer medication to pupils as provided in MCL 380.1178.

## ARTICLE XX - LAY OFFS AND RECALL PROCEDURES

#### Section 1 - Lay Offs

When it becomes necessary to lay off any employee, lay offs will be according to seniority by group classification and the employee with the least service in the group classification will be laid off first, provided senior employees have the ability to perform the work.

If the Board lays off a permanent full-time or part-time employee because of insufficient money or declining enrollments, the Board will give a ten (10) day written notice to such employee.

Whenever an employee is laid off as a result of the job abolishment procedure that employee will not be protected by the declining enrollment or insufficient money clause of the lay-off procedure.

Management will not utilize substitute employees during the term of a lay off or until all full-time/part-time employees have been recalled to their previous positions.

For purposes of lay off and recall, employee classifications will be divided into the following categories:

Operations:

Custodians

Groundsmen

Hall Monitors - Bus Drivers & Attendants

Library Aides

Clerical:

Secretaries

Clerks (Full and Part-time)

Cafeteria:

Cooks

Cooks Helpers

#### Section 2 - Recall Procedure

When the working force is increased after a lay off, employees will be recalled in reverse order to that of lay off within their group classification, provided the greater seniority employees are able to perform the available work.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall he/she shall be considered a quit.

Laid off employees who are recalled to either a different group classification and/or a position in their group classification which involves less hours per week and reject the recall shall suffer no loss of seniority and/or any other benefits provided in this Agreement.

#### ARTICLE XXI - "NO STRIKE" CLAUSE

#### Section 1 - No Strike Clause

There will be no strikes by the Union, its officers, representatives or members. Nothing contained herein will be construed to limit, impair, or affect the right to any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

#### Section 2 - Definition of a Strike

"Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment or to settle a grievance.

## ARTICLE XXII - WAIVER CLAUSE

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Both parties, for the duration of this contract, waive the right to negotiate any questions introduced, debated and settled prior to execution of this contract. Any amendment or agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE XXIII - REINSTATEMENT - VETERANS

Reinstatement and re-employment of a Veteran will be governed by applicable Federal and State laws.

#### ARTICLE XXIV - LEGAL RELIEF CLAUSE

This contract is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union and the employees in the bargaining unit, including any amendments that may hereafter be made during the life of the contract.

In the event any provision of this Agreement is declared to be invalid by any Court of competent jurisdiction, the remainder of this Agreement shall not be affected, it being the expressed intention of the parties that all other provisions of this Agreement shall remain in full force and effect. The contract may only be altered by a final decision of the highest State court or a lower court when no appeal has been made. The Board and Union will immediately negotiate for substitute language in accordance with the decision of the court on the relevant section(s) for the purpose of arriving at a mutually satisfactory replacement for any provision held invalid.

## ARTICLE XXV - DEFINITIONS OF TERMS IN THIS CONTRACT

- A. "Compensated Time Off (CTO)" This is paid time earned during the current year for an employee.
- B. "Day" means working day.
- C. "Employee" means any member of the bargaining unit employed by the board.
- D. "Extra Hours" means any hours worked before or after an employee's regular assignment.
- E. "Job Abolishment" Work no longer needed. Performance of these duties does not exist. This work will not be added to another employee classification, except through attrition, for the purpose of reducing the labor force.
- F. "Layoff" means a reduction in the work force due to a decrease of work.
- G. "Overtime" means pay for over 40 hours in a week at time and a half as called for in the contract.
- H. Pronouns are written in the masculine and the singular only, but will be read as if written in the plural, feminine or neuter.
- I. "School" includes any work location, functional division or group to which a grievance may arise.
- J. "School year" means a twelve (12) month period commencing on the first day of July, except as defined elsewhere in the Contract.
- K. "Seniority" means continuous years of service in the Melvindale-Northern Allen Park Public Schools.
- L. "Tier I (1) Employee" An employee hired on or before June 30, 1999.
- M. "Tier II (2) Employee" An employee hired on or after July 1, 1999.
- N. "Tier III (3) Employee" An employee hired on or after September 1, 2012.
- O. "Transfer" means a permanent change from one job to another job.
- P. "Will" includes shall.
- Q. "Sick Days/Hours" This is paid time from days/hours carried over from one contract year to the next contract year that may only be used after exhaustion of all current CTO days. A Sick Day/Hour can only be used for illness or injury. If after three (3) consecutive Sick Days are used, a physician's script (M.D. or D.O.) shall be required. The script shall be presented on the fourth (4<sup>th</sup>) day. No severance will be paid for any of these days.
- R. "Script" This is a written communication from a Physician (M.D. or D.O.).

## ARTICLE XXVI - COMMENCEMENT AND TERMINATION OF CONTRACT

This contract will be in effect from the 1<sup>st</sup> day of July, 2017 and will remain in full force and effect until 11:59 p.m., June 30, 2019.

### ARTICLE XXVII - RENEWAL OF CONTRACT AND AMENDMENTS

#### Section 1

This Contract will be renewed automatically from year to year after June 30, 2019, unless either party gives written notice to the other party, at least ninety (90) calendar days prior to June 30, 2019. If such notice has been given, this contract may be terminated on June 30, 2019, or any subsequent termination date, or thereafter, by either party, upon ten (10) calendar days written notice of termination. This Agreement will remain in full force and be effective during the period of negotiations and until ten (10) days after notice of termination of this Agreement is provided to the other party.

#### Section 2

If notice has been given in accordance with Section 1, negotiations will commence not later than sixty (60) calendar days prior to **June 30, 2019** or any subsequent termination date.

#### Section 3

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail addressed, if to the Union, to its Chief Steward at his/her resident address and to the Board at 18530 Prospect Street, Melvindale 48122, or to any such address as the Union or Board may direct to the other.

#### ARTICLE XXVIII - RETIREMENT

- A. The Board shall provide the "NON-CONTRIBUTORY PLAN" for retirement commencing July 1, 1975 for employees eligible for the BASIC Plan. All other employees will participate in the MIP State retirement plan.
- B. Subject to ratification of this contract, if the State of Michigan removes the pension benefit requirement, any newly hired employees shall not receive pension benefits.

#### **ARTICLE XXIX - RATIFICATION**

IN WITNESS WHEREOF, the parties hereto have executed this contract this 1st day of July, 1, 2017.

**TEAMSTERS LOCAL 214** NON-TEACHING UNION

BOARD OF EDUCATION MELVINDALE-NORTHERN ALLEN PARK PUBLIC **SCHOOLS** 

John Grantham Chief Steward

By:

James Beri President

Mark K. Gaffney, Repr

Teamsters Local Union

Superintendent/Curn Director

## **APPENDIX "A"**

LONG-TERM DISABILITY POLICY LIFE INSURANCE

A. Administrative

1. Employer: MELVINDALE NORTHERN ALLEN PARK

**PUBLIC SCHOOLS** 

2. Plan Number; 3994

3. Initial Plan Effective Date: July 1, 2012

4. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits and

Amounts over Guarantee Issue Amounts

5. Eligible Class: 01 Teachers

6. Minimum Hourly Work Requirement: 600 hours per year

7. Waiting Period for Insurance Coverage: None

8. New Employee Eligibility Date: First of month following completion of the Waiting

Period

9. Leaves / Layoffs: Coverage with premium payment while on FMLA

leave; Coverage with premium payment for up to 1 month while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury; Coverage with premium payment for up to 3 months while on Layoff, Strike, Lockout or other General

Work Stoppage

10. Employee Premium Contribution

Employee Basic Insurance: 0%

11.Participation Requirements

Employee Basic Insurance: 100%

12. Insurance Reduction Schedule

Employee Basic Insurance: Basic Life and AD&D Insurance reduces to 50% at age

70 and terminates at retirement

B. Basic Life Insurance

Employee Basic Life: \$50,000 Guarantee Issue: \$50,000

C. Additional Benefits

Conversion of Insurance Benefit: Included
 Waiver of Premium Benefit: Included
 Living Benefit: Included

D. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance: \$50,000 Guarantee Issue: \$50,000

E. Additional AD&D Benefits

Seat Belt Benefit: Included
 Air Bag Benefit: Included
 Spouse Training Benefit: Included
 Education Benefit: Included

A. Administrative

1. Employer: MELVINDALE NORTHERN ALLEN PARK

**PUBLIC SCHOOLS** 

2. Plan Number: 3994

3. Initial Plan Effective Date: July 1, 2012

4. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits and

Amounts over Guarantee Issue Amounts

5. Eligible Class: 02 Superintendent, Administrators, Directors and

**Executive Secretaries** 

6. Minimum Hourly Work Requirement: 17.5 hours per week

7. Waiting Period for Insurance Coverage: None

8. New Employee Eligibility Date: First of month following completion of the Waiting

Period

9. Leaves / Layoffs: Coverage with premium payment while on FMLA

leave; Coverage with premium payment for up to 1 month while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury; Coverage with premium payment for up to 3 months while on Layoff, Strike, Lockout or other General

Work Stoppage

10. Employee Premium Contribution

Employee Basic Insurance: 0%

11. Participation Requirements

Employee Basic Insurance: 100%

12. Insurance Reduction Schedule

Employee Basic Insurance: Basic Life and AD&D Insurance reduces to 50% at age

70 and terminates at retirement

B. Basic Life Insurance

Employee Basic Life: 2 x annual salary rounded to the next \$1,000

Guarantee Issue: \$350,000 Maximum Issue: \$350,000

C. Additional Benefits

1. Conversion of Insurance Benefit: Included
2. Waiver of Premium Benefit: Included

3. Living Benefit: included

D. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance: 2 x annual salary rounded to the next \$1,000

Guarantee Issue: \$350,000 Maximum Issue: \$350,000

A. Administrative

1. Employer: MELVINDALE NORTHERN ALLEN PARK

PUBLIC SCHOOLS

3994

2. Plan Number:

3. Initial Plan Effective Date: July 1, 2012

4. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits and

Amounts over Guarantee Issue Amounts

Eligible Class:
 Non-Certified Employees working 7 hours per

day or more, 5 days per week

6. Minimum Hourly Work Requirement: 35 hours per week

7. Waiting Period for Insurance Coverage: None

8. New Employee Eligibility Date: First of month following completion of the Waiting

Period

9. Leaves / Layoffs: Coverage with premium payment while on FMLA

leave; Coverage with premium payment for up to 1 month while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury; Coverage with premium payment for up to 3 months while on Layoff, Strike, Lockout or other General

Work Stoppage

10. Employee Premium Contribution

Employee Basic Insurance:

11.Participation Requirements

Employee Basic Insurance: 100%

12. Insurance Reduction Schedule

Employee Basic Insurance: Basic Life and AD&D Insurance reduces to 50% at age

0%

70 and terminates at retirement

B. Basic Life Insurance

Employee Basic Life: \$30,000 Guarantee Issue: \$30,000

C. Additional Benefits

Conversion of Insurance Benefit: Included
 Waiver of Premium Benefit: Included

3. Living Benefit: Included

D. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance: \$30,000 Guarantee Issue: \$30,000

E. Additional AD&D Benefits

Seat Belt Benefit: Included
 Air Bag Benefit: Included
 Spouse Training Benefit: Included
 Education Benefit: Included

A. Administrative

1. Employer: MELVINDALE NORTHERN ALLEN PARK

PUBLIC SCHOOLS

2. Plan Number:

3994

3. Initial Plan Effective Date:

July 1, 2012

4. Evidence of Insurability Requirements:

Applies to Late Enrollees, Increases in Benefits and

Amounts over Guarantee Issue Amounts

5. Eligible Class:

Non-Certified Employees working over 4 but less than 7 hours per day or more, 5 days per week

6. Minimum Hourly Work Requirement:

20 hours per week

7. Waiting Period for Insurance Coverage:

None

8. New Employee Eligibility Date:

First of month following completion of the Waiting

Period

9. Leaves / Layoffs:

Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 1 month while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury; Coverage with premium payment for up to 3 months while on Layoff, Strike, Lockout or other General

Work Stoppage

10. Employee Premium Contribution

Employee Basic Insurance:

0%

11. Participation Requirements

Employee Basic Insurance:

100%

12. Insurance Reduction Schedule

Employee Basic Insurance:

Basic Life and AD&D Insurance reduces to 50% at age

70 and terminates at retirement

B. Basic Life Insurance

Employee Basic Life:

\$25,000

Guarantee Issue:

\$25,000

C. Additional Benefits

1. Conversion of Insurance Benefit:

Included

2. Waiver of Premium Benefit:

Included

3. Living Benefit:

Included

D. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance:

\$25,000

Guarantee Issue:

\$25,000

E. Additional AD&D Benefits

1. Seat Belt Benefit:

Included

2. Air Bag Benefit:

Included

3. Spouse Training Benefit:

Included

4. Education Benefit:

Included

A. Administrative

1. Employer: MELVINDALE NORTHERN ALLEN PARK

PUBLIC SCHOOLS

2. Plan Number: 3994

3. Initial Plan Effective Date: July 1, 2012

4. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits and

Amounts over Guarantee Issue Amounts

5. Eligible Class: 05 Non-Certified Employees working over 2 but

less than 4 hours per day or more, 5 days per week

6. Minimum Hourly Work Requirement: 10 hours per week

7. Waiting Period for Insurance Coverage: None

8. New Employee Eligibility Date: First of month following completion of the Waiting

Period

9. Leaves / Layoffs: Coverage with premium payment while on FMLA

leave; Coverage with premium payment for up to 1 month while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury; Coverage with premium payment for up to 3 months while on Layoff, Strike, Lockout or other General

Work Stoppage

10. Employee Premium Contribution

Employee Basic Insurance: 0%

11. Participation Requirements

Employee Basic Insurance: 100%

12. Insurance Reduction Schedule

Employee Basic Insurance: Basic Life and AD&D Insurance reduces to 50% at age

70 and terminates at retirement

B. Basic Life Insurance

Employee Basic Life: \$10,000 Guarantee Issue: \$10,000

C. Additional Benefits

Conversion of Insurance Benefit: Included
 Waiver of Premium Benefit: Included
 Living Benefit: Included

D. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance: \$10,000 Guarantee Issue: \$10,000

E. Additional AD&D Benefits

Seat Belt Benefit: Included
 Air Bag Benefit: Included
 Spouse Training Benefit: Included
 Education Benefit: Included

SCHEDULE OF BENEFITS Employer(s): Melvindale Northern Allen Park Public Schools Plan Number: 7294 Original Plan Effective Date: July 1, 2012 Eligible Class: Class 01: Teachers **Employer Premium Contribution:** 100% Elimination Period: 60 consecutive calendar days Minimum Hourly Work Requirement: 600 hours per year Waiting Period: None Evidence of Insurability: Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue Employee Eligibility Date: First of the month following completion of the Waiting Period Minimum Participation Requirement: 100% Leaves and Sabbaticals: Coverage with premium payment while on FMLA or Military leave; Coverage with premium payment while on a temporary layoff, strike, lockout, or other general work stoppage for up to 3 months; Coverage with premium payment while on a Leave of Absence due to sickness or injury for up to 12 months; Coverage with premium payment while on a Leave of Absence for up to 1 month Definition of Disability: Zero Day Own Occupation Period: 24 months from the end of the Elimination Period Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. Cumulative Elimination Period: 30 working days Recurrent Disability: 6 months Predisability Earnings: Base pay only Maximum Monthly Covered Salary: \$9,000 LTD Benefit Percentage: 66-2/3%

\$6,000

Maximum Monthly Benefit:

Guarantee Issue:

\$6,000

Minimum Monthly Benefit:

\$50

Maximum Benefit Period:

Age at	Benefit
Disablement	Duration*
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	I-1/2 years
68	1-1/4 years
69 or older	l year
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\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

Work Incentive Period:

First 12 months of Disability with Work Earnings

Social Security Integration:

Full Family

Freeze Type:

General Freeze

Pre-existing Condition Exclusion:

None

Mental Disorder Limitation:

2 years lifetime unless hospital confined with recovery

Substance Abuse Limitation:

2 years

Claim Payment Method:

Monthly

Activities of Daily Living Benefit:

Included

Child-Family Care

Expense Adjustment:

Included

Reasonable Accommodation

Expense Benefit:

Included

Rehabilitation Benefit: Included

Specific Loss Benefit: Included

Survivor Benefit: Included

Melvindale Northern Allen Park Public Schools Employer(s): Plan Number: 7294 Original Plan Effective Date: July 1, 2012 Eligible Class: Class 02: Non-Certified Employees **Employer Premium Contribution:** 100% Elimination Period: 60 consecutive calendar days Minimum Hourly Work Requirement: 600 hours per year Waiting Period: None Evidence of Insurability: Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue Employee Eligibility Date: First of the month following completion of the Waiting Period Minimum Participation Requirement: 100% Leaves and Sabbaticals: Coverage with premium payment while on FMLA or Military leave; Coverage with premium payment while on a temporary layoff, strike, lockout, or other general work stoppage for up to 3 months; Coverage with premium payment while on a Leave of Absence due to sickness or injury for up to 12 months; Coverage with premium payment while on a Leave of Absence for up to 1 month Definition of Disability: Zero Day Own Occupation Period: 24 months from the end of the Elimination Period Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. **Cumulative Elimination Period:** 30 working days Recurrent Disability: 6 months Predisability Earnings: Base pay only Maximum Monthly Covered Salary: \$7,500 LTD Benefit Percentage: 66-2/3% Maximum Monthly Benefit: \$5,000

Guarantee Issue:

\$5,000

Minimum Monthly Benefit:

\$50

Maximum Benefit Period:

Age at	Benefit		
Disablement	Duration*		
61 or younger	to age 65		
62	3-1/2 years		
63	3 years		
64	2-1/2 years		
65	2 years		
66	1-3/4 years		
67	1-1/2 years		
68	1-1/4 years		
69 or older	1 year		
*To the later of: 1) the receified			

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

Work Incentive Period:

First 12 months of Disability with Work Earnings

Social Security Integration:

**Full Family** 

Freeze Type:

General Freeze

Pre-existing Condition Exclusion:

None

Mental Disorder Limitation:

2 years lifetime unless hospital confined with recovery

Substance Abuse Limitation:

2 years

Claim Payment Method:

Monthly

Activities of Daily Living Benefit:

Included

Child-Family Care Expense Adjustment:

Included

Reasonable Accommodation

Expense Benefit:

Included

Rehabilitation Benefit: Included

Specific Loss Benefit: Included

Survivor Benefit: Included

Employer(s): Melvindale Northern Allen Park Public Schools Plan Number: 7294 Original Plan Effective Date: July 1, 2012 Eligible Class: Class 03: Superintendent, Administrators, Directors, and Executive Secretaries **Employer Premium Contribution:** 100% Elimination Period: 60 consecutive calendar days Minimum Hourly Work Requirement: 17.5 hours per week Waiting Period: None Evidence of Insurability: Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue Employee Eligibility Date: First of the month following completion of the Waiting Period Minimum Participation Requirement: 100% Leaves and Sabbaticals: Coverage with premium payment while on FMLA or Military leave; Coverage with premium payment while on a temporary layoff, strike, lockout, or other general work stoppage for up to 3 months; Coverage with premium payment while on a Leave of Absence due to sickness or injury for up to 12 months; Coverage with premium payment while on a Leave of Absence for up to 1 month Definition of Disability: Zero Day Own Occupation Period: 24 months from the end of the Elimination Period Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. Cumulative Elimination Period: 30 working days Recurrent Disability: 6 months Predisability Earnings: Base pay only Maximum Monthly Covered Salary: \$13,999 LTD Benefit Percentage: 66-2/3%

\$9,333

Maximum Monthly Benefit:

Guarantee Issue:

\$9.333

Minimum Monthly Benefit:

\$50

Maximum Benefit Period:

Age at	Benefit		
Disablement	Duration*		
61 or younger	to age 65		
62	3-1/2 years		
63	3 years		
64	2-1/2 years		
65	2 years		
66	1-3/4 years		
67	1-1/2 years		
68	1-1/4 years		
69 or older	1 year		
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\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

Work Incentive Period:

First 12 months of Disability with Work Earnings

Social Security Integration:

**Full Family** 

Freeze Type:

General Freeze

Pre-existing Condition Exclusion:

None

Mental Disorder Limitation:

2 years lifetime unless hospital confined with recovery

Substance Abuse Limitation:

2 years

Claim Payment Method:

Monthly

Activities of Daily Living Benefit:

Included

Child-Family Care

Expense Adjustment:

Included

Reasonable Accommodation

Expense Benefit:

Included

Rehabilitation Benefit: Included

Specific Loss Benefit: Included

Survivor Benefit: Included

## **APPENDIX "B"**

## **HEALTH INSURANCE BENEFIT SUMMARIES**

## 2016-2017 Priority Health Plans

Annual Deductible	\$0 per member \$0 per family	\$250 per member \$500 per family	\$0 per member \$0 perfamily	\$2,000 per member \$4,000 per family
Office Visit (Illness/Injury)	\$10 Primary care copay \$25 Specialist copay	\$20 Primary Care copay \$35 Specialist copay	\$10 Primary care copay \$25 Specialist copay	\$35 Primary care copay \$50 Specialist copay
Urgent Care Visit	\$40.copay	\$50 copay	\$40 copay	\$65 copay
Emergency Room Visit	\$150 copay	\$150 copay	\$150 copay	\$150 copay
Preventive Services (annual exam, immunizations, well baby care)	≟100% covered	100% covered	1.00% covered	100% covered
Imaging (MRI, CAT)	\$150 copay	\$150 copay	\$150 copay	≢ \$150 copay
Coinsurance	100% covered	100% covered	100% covered	-80% covered
Annual Out of Pocket Maximum (deductible, copay, coinsurance)	\$6,850 per member \$13,700 per family			
				And the second s
Generic Drug	\$10 copay	\$15 copay	\$10 copay	\$10 copay
Preferred Brand Drug	\$20 copay	\$30 copay	\$20 copay	\$40 copay
Non-preferred Brand Drug	\$20 copay	\$30 copay	\$20 copay	\$80 copay

# Delta Dental of Michigan Dental Benefit Highlights for Melvindale-Northern Allen Park Public Schools #3276

Delta Dental PPO (Point-of-Service)  Coverage effective July 1, 2016	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non- participating Dentist	
Coverage ellective July 1, 2016	Plan Pays	Plan Pays	Plan Pays*	
Diagnosti	c & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%	
Emergency Palllative Treatment - to temporarily relieve pain	100%	100%	100%	
Sealants - to prevent decay of permanent teeth	100%	100%	100%	
Brush Biopsy - to detect oral cancer	100%	100%	100%	
Radiographs - X-rays	100%	100%	100%	
Basic	Services			
Minor Restorative Services - fillings and crown repair	100%	100%	100%	
Endodontic Services - root canals	100%	100%	100%	
Periodontic Services - to treat gum disease	100%	100%	100%	
Oral Surgery Services - extractions and dental surgery	100%	100%	100%	
Other Basic Services - misc. services	100%	100%	100%	
Relines and Repairs - to bridges, implants, and dentures	100%	100%	100%	
Major	Services			
Major Restorative Services - crowns	80%	80%	80%	
Prosthodontic Services - bridges, implants, and dentures	80%	80%	80%	
Orthodontic Services				
Orthodontic Services - braces	50%	50%	50%	
Orthodontic Age Limit -	Up to age 19	Up to age 19	Up to age 19	
* M/hon troughous and for the state of the s				

<sup>\*</sup> When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

Maximum Payment – \$2,000 per person total per Benefit Year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

#### Deductible - None,

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

## △ DELTA DENTAL

## Welcome to Michigan's largest dental benefits family!

As a member of Delta Dental of Michigan, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentities -- there are no hidden fees,
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

## **Quality Dental Program**

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our Certifled Center of Excellence call center, as awarded by Benchmark Portal.

#### Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more — all at your own convenience.

#### A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

#### Questions?

If you have questions, please call our Customer Service team at (800) 524-0149 (TTY users call 711) or look online at <a href="https://www.DeltaDentalMl.com">www.DeltaDentalMl.com</a>.

#### Schedule of Vision Renefits

Co-payment \$20 Exam / \$20 Lenses	Participating Provider	Non- Participating Provider  Reimbursed Amount - Up to \$37	
Examination Once Every 12 Months	Covered 100% After \$20 copay		
Lenses Once Every 12 Months Single Vision Bifocal Tribocal Lenticular Polycarbonates (under age 19)	Standard Glass or Plestic  Covered 100%  After \$20 copay	Up to \$35 Up to \$50 Up to \$60 Up to \$95	
Frame Once Every 12 Months	Retail Allowance Up to \$100 (20% discount off balance)*	• Up to \$50	
Contact Lenses Once Every 12 Months Elective Contact Lenses	In lieu of Lenses  Up to \$100 Retail① (15% discount (Conventional) or 10% discount (Disposable) of balance)**	In lieu of Lenses  Up to \$100	
Medically Necessary*	Covered 100%	<ul> <li>Up to \$200</li> </ul>	
Low Vision Aids*** Once Every 24 Months	<ul> <li>Up to \$999</li> </ul>	N/A	

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

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below: \$10 Solid Tint \$50 Progressive Lenses Standard

- \$12 Fashion / Gradient Tint \$50 Progressive Lenses Standard \$12 Fashion / Gradient Tint \$65 Transitions Single Vision Standard \$10 Standard Scratch-Resistant Coating \$70 Transitions Multi-Focal Standard \$12 Ultraviolet Coating \$25 Polycarbonate (Single Vision) 19 & over \$30 Polycarbonate (Multi-Focal) 19 & over

- \$40 Standard Anti-Reflective \$20 Glass Photogrey (Single Vision) \$30 Glass Photogrey (Multi-Focal) \$75 Polarized
- \$30 Blended Bifocal (Segment)
- \$55 High Index

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

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





NVA® is a registered mark of National Vision Administrators, L.L.C





## National Vision Administrators, L.L.C.

### Melvindale Northern Allen Park Schools

#### Summary of Vision Care Benefits

National Vision Administrators, L.L.C. (NVA) has been contracted by your group to offer a comprehensive vision care plan to you and your eligible family members. Founded in January of 1979, NVA manages vision benefit services for approximately seven million lives nationwide. Group effective 07/01/2010.

#### How Your Vision Care Program Works

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

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com or contact NVA's Customer Service Department toll-free at 1.800,672,7723.

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

Customer Service: To verify eligibility, locate a participating provider and receive answers to all your vision care related inquiries, please call NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD: 973.574.2599).

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

National Vision Administrators, L.L.C. - PO Box 2187 - Clifton, NJ 07015 Web: www.e-nva.com - Toll-Free: 1.800,672,7723



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Revised 07/01/2012

<sup>\*</sup>Does not apply to Wal-Mart / Sam's Club locations \*\*Does not apply to Wal-Mart / Sam's Club or Contact Fill locations

<sup>\*\*\*</sup>Pre-approval from NVA required

#### Benefits at Participating Providers:

Highlights of your vision care benefit:

The option of receiving services in- or out-of-network

Extensive national provider network

Enhanced in-network benefits:

- 100% covered Vision examination (after copay if applicable)
- 100% covered standard speciacle lenses (after copay if applicable)
- Frame allowance covers countless fashionable frames in full
- Allowance towards the cost of contact lenses and fitting fees
- No claim forms; providers will submit claims directly to NVA.

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation. Comprehensive eye examinations can aid in the early detection of ocular diseases and other serious medical conditions, diabetes and cardiovascular disease for example.

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

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

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Discounts: In addition to your funded benefit you are eligible to access the EyeEssential<sup>SM</sup> Plan discount on additional purchases during the plan period.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. To obtain direct reimbursement according to your plan design, you can print a claim form from www.e-nva.com. Please complete this form and submit along with an original or copy of the itemized receipt. If you cannot print the claim form you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA's Clifton, NJ office. Remember, obtaining vision care services from a non-participating provider will result in greater out-of pocket expense.

Exclusions / Limitations: No payment is made for medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of plasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or Worker's Compensation / examination, procedures training or materials not listed as a covered service / industrial safety tenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage.

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

Valuable Member Discounts
Laser Eye Surgery: NVA has chosen The National LASIK Network to serve their members. This network was developed by LCA Vision in 1999 and is one of the largest panels of LASIK surgeons in the U.S.

Members are entitled to significant discounts and a free initial consultation with all innetwork providers.

All providers are contracted to extend members discounts on standard prices or promotional prices, ensuring the member will pay less than the public.

15% off standard prices - or - 5% off promotional pricing

#### All-Inclusive Discount

All in network providers extend the discount on the entire cost of the procedure, maximizing member savings.

Additional Member Value - Members are entitled to these additional benefits available exclusively at select providers (over 70 locations nationwide).

- Special "set prices" ranging from \$695 to \$1,895 per eye on select
- Free initial consultation and comprehensive LASIK exam
- Advanced laser technologies including Wavefront and IntraLese (All-Laser LASIK)
- Attractive financing options available

The process is simple:

- Find a provider (Call 1-877-295-8599 or visit www.e-nva.com)
- Schedule a pre-operative exam to determine if laser vision correction is right for you
- Schedule a treatment
- Pay discounted member price directly to the provider

Contact Fill: NVA provides you with the convenience and savings of Contact Fill, our mail order contact lens replacement service. You may access Contact Fill's services online at www.contactfill.com or by calling them toll-free at 866,234,1393. Contact Fill provides contact lens wearers with significant savings packaged with the convenience of home delivery. Plan discounts applicable at participating retail locations do not apply to purchases made through Contact Fill due to the already low prices.

Please enter NVAFSNEW for free shipping and handling on your first order. Expires 08-30-14.

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

- Locate a nearby participating provider by name, zip code, or City/State
- Verify eligibility for you or a dependent
- View benefit program and specific details
- Review claims
- Print ID cards (when allowable)
- Nominate a non-participating provider to join the NVA network

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 51388000001 or the group number on the identification card you will be receiving prior to your effective date and enter in your search parameters. It's that easy!

# APPENDIX "C" SALARY SCHEDULES

<b>U</b> )	SALARY SCHEDULE - NON-TEACHING PERSONNEL	RSONNE		2017	2017-2018
TER	<del>-</del> 1	Wks/		Hourly	Annual
Class	Classification Position	Year	Hrs	Rate	Salary
M-3	Custodian Day	52	2080	\$23.88	\$49,670
Δ-4	Custodian	52	2080	\$23.03	\$47,902
M-5	Permanent Part-Time Custodian	40	1200	\$23.03	\$27,636
9-W	Custodian/Courier	42	1680	\$23.03	\$38,690
M-7	Groundsperson I	52	2080	\$23.88	\$49,670
8-₽	Groundsperson II	36	1440	\$23.88	\$34,387
6-W	Custodian/Utility	52	2080	\$23.03	\$47,902
M-10	Day/Mid-Shift Custodian-Allendale	42	1680	\$23.88	\$40,118
M-11	Day-Mid-Shift Custodian/Driver-MHS	42	1680	\$23.88	\$40,118
<u>ณ-1.1</u>	Computer Technician	46	1840	\$25.16	\$46,294
CL-2	C.O. Secretary - Payroll	52	2080	\$25.16	\$52,333
CL-3		52	1560	\$23.80	\$37,128
CL-4	C.O. Secretary - Finance	42	1680	\$23.80	\$39,984
CL-5	Cafeteria Clerk	41	1230	\$22.50	\$27,675
CL-6	Curriculum Secretary	42	1680	\$22.50	\$37,800
CL-7	Special Education Secretary	43	1720	\$23.80	\$40,936
6-75	MHS Principal Secretary	43	1720	\$23.80	\$40,936
CL-10	MHS Clerk	42	1680	\$22.84	\$38,371
CL-12.1	MHS Counseling/Operations Clerk	42	1680	\$23.18	\$38,942
CL-13	MHS/SMS Library Clerk	42	1680	\$22.50	\$37,800
CL-15	SMS Clerk I	42	1680	\$22.84	\$38,371
CL-16	SMS Clerk II	42	1680	\$22.50	\$37,800
CL-17	Elementary Clerk	42	1680	\$22.50	\$37,800
CL-19	MHS Attendance/Athletic Clerk	42	1680	\$22.50	\$37,800
CL-20	Network Technician	52	2080	\$26.25	\$54,600
C-7	Cook #1 - Base Kitchen	40	1200	\$21.67	\$26,004
က္	Cook #2 - Base Kitchen	40	1200	\$19.79	\$23,748
3	Permanent Part-Time Cafeteria Worker	40		\$17.12	\$0
C-5	Cafeteria Coordinator	40	1000	\$21.67	\$21,670
T-1	Permanent Part-Time Bus Driver	40		\$20.57	\$0
T-2	Permanent Part-Time Spec Ed Bus Aide	40		\$16.60	\$0
T-3	Transportation Coordinator	52		\$23.18	\$0
H-1	Hall Monitor	40		\$16.60	\$0
H-2	Elementary Library Aide	40	1000	\$11.01	\$11,010

S	SALARY SCHEDULE - NON-TEACHING PERSONNEL	SONNE		2018	2018-2019
TIER (		Wks/		Hourly	Annual
Class	Classification Position	Year	Hrs	Rate	Salary
M-3	Custodian Day	52	2080	\$24.60	\$51,168
₽-₩	Custodian	52	2080	\$23.72	\$49,338
M-5	Permanent Part-Time Custodian	40	1200	\$23.72	\$28,464
9-₩	Custodian/Courier	42	1680	\$23.72	\$39,850
M-7	Groundsperson I	52	2080	\$24.60	\$51,168
8-₩	Groundsperson II	36	1440	\$24.60	\$35,424
6-W	Custodian/Utility	52	1680	\$23.72	\$39,850
M-10	Day/Mid-Shift Custodian-Allendale	42	1680	\$24.60	\$41,328
M-11	Day-Mid-Shift Custodian/Driver-MHS	42	1680	\$24.60	\$41,328
CL-1.1	Computer Technician	46	1840	\$25.91	\$47,674
CL-2	C.O. Secretary - Payroll	52	2080	\$25.91	\$53,893
CL-3	C.O. Secretary - Accounts Payable	52	1560	\$24.51	\$38,236
CL-4	C.O. Secretary - Finance	42	1680	\$24.51	\$41,177
CL-5	Cafeteria Clerk	41	1230	\$23.18	\$28,511
CL-6	Curriculum Secretary	42	1680	\$23.18	\$38,942
CL-7	Special Education Secretary	43	1720	\$24.51	\$42,157
CL-9	MHS Principal Secretary	43	1720	\$24.51	\$42,157
CL-10	MHS Clerk	42	1680	\$23.53	\$39,530
CL-12.1	MHS Counseling/Operations Clerk	42	1680	\$23.88	\$40,118
CL-13	MHS/SMS Library Clerk	42	1680	\$23.18	\$38,942
CL-15	SMS Clerk I	42	1680	\$23.53	\$39,530
CL-16	SMS Clerk II	42	1680	\$23.18	\$38,942
CL-17	Elementary Clerk	42	1680	\$23.18	\$38,942
CL-19	MHS Attendance/Athletic Clerk	42	1680	\$23.18	\$38,942
CL-20	Network Technician	52	2080	\$27.04	\$56,243
C-2	Cook #1 - Base Kitchen	40	1200	\$22.32	\$26,784
င်ဒ	Cook #2 - Base Kitchen	40	1200	\$20.38	\$24,456
24	Permanent Part-Time Cafeteria Worker	40		\$17.63	\$0
C-5	Cafeteria Coordinator	40	1000	\$22.32	\$22,320
T-1	Permanent Part-Time Bus Driver	40		\$21.19	\$0
T-2	Permanent Part-Time Spec Ed Bus Aide	40		\$17.10	\$0
T-3	Transportation Coordinator	52		\$23.88	\$0
士	Hall Monitor	40		\$17.10	\$0
H-2	Elementary Library Aide	40	1000	\$11.34	\$11,340

SALARY	SALARY SCHEDULE - NON-TEACHING PERSONNEI	ONNEI		Ē.		2017-2018	α	
				85%	%06	95%	100%	
TIER 2		Wks/		Hourly	Hourly	Hourly	Hourly	Annual
Class	Classification Position	Year	Hours	Rate	Rate	Rate	Rate	Salary
M-3	Custodian Day	52	2080	\$17.26	\$18.27	\$19.28	\$20.30	\$42 224
Δ-4	Custodian	52	2080	\$16.64	\$17.63	\$18.61	\$19.59	
<b>Ğ</b> -2	Permanent Part-Time Custodian	40	1200	\$16.64	\$17.63	\$18.61	\$19.59	
9- <u>V</u>	Custodian/Courier	42	1680	\$16.64	\$17.63	\$18.61	\$19.59	\$32,911
M-7	Groundsperson I	52	2080	\$17.26	\$18.27	\$19.28	\$20.30	\$42,224
8-⊠	Groundsperson II	36	1440	\$17.26	\$18.27	\$19.28	\$20.30	\$29,232
6-W	Custodian/Utility	52	2080	\$16.64	\$17.63	\$18.61	\$19.59	\$40,747
M-10	Day/Mid-Shift Custodian-Allendale	42	1680	\$17.26	\$18.27	\$19.28	\$20.30	\$34,104
M-11	Day/Mid-Shift Custodian/Driver-MHS	42	1680	\$17.26	\$18.27	\$19.28	\$20.30	\$34,104
CL-1.1	Computer Technician	46	1840	\$18.19	\$19.25	\$20.33	\$21.40	\$39,376
CL-2	C.O. Secretary - Payroll	52	2080	\$18.19	\$19.25	\$20.33	\$21.40	\$44,512
CL-3.1	C.O. Secretary - Accounting Clerk	52	2080	\$17.20	\$18.21	\$19.23	\$20.23	\$42,078
CL-4	C.O. Secretary - Finance	42	1680	\$17.20	\$18.21	\$19.23	\$20.23	\$33,986
CL-6	Curriculum Secretary	45	1800	\$17.20	\$18.21	\$19.23	\$20.23	\$36,414
CL-7	Special Education Secretary	42	1680	\$17.20	\$18.21	\$19.23	\$20.23	\$33,986
CL-9	MHS Principal Secretary	43	1720	\$17.20	\$18.21	\$19.23	\$20.23	\$34,796
CF-10	MHS Clerk	42	1680	\$16.48	\$17.46	\$18.42	\$19.39	\$32,575
CL-12.1	MHS Counseling/Operations Clerk	42	1680	\$16.73	\$17.71	\$18.70	\$19.67	\$33,046
CL-13	MHS/SMS Library Clerk	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,122
CL-15	SMS Clerk I	42	1680	\$16.48	\$17.46	\$18.42	\$19.39	\$32,575
CL-16	SMS Clerk II	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,122
CL-17		42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,122
CL-19	MHS Attendance/Athletic Clerk	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,122
CL-20	Network Technician	52	2080	\$19.28	\$20.34	\$21.42	\$22.50	\$46,800
C-5	Cook #1 - Base Kitchen	40	1200	\$15.67	\$16.58	\$17.50	\$18.42	\$22,104
ဗု		40	1200	\$14.30	\$15.15	\$15.98	\$16.81	\$20,172
4	Permanent Part-Time Cafeteria Wkr	40		\$12.35	\$13.08	\$13.81	\$14.54	
ပြ		40	1200	\$15.67	\$16.58	\$17.50	\$18.42	\$22,104
<u>-</u> -		40		\$14.86	\$15.74	\$16.61	\$17.49	
T-2	Perm Part-Time Spec Ed Bus Aide	40		\$11.99	\$12.69	\$13.40	\$14.11	
T-3	Transportation Coordinator	52	2080	\$16.73	\$17.71	\$18.70	\$19.67	\$40,914
Ŧ	Hall Monitor	40		\$11.99	\$12.69	\$13.40	\$14 11	
H-2	Elementary Library Aide	9	1000	\$10.30	\$10.30	\$10.45	\$11.01	\$11,010

SALARY	SALARY SCHEDULE - NON-TEACHING PERSONNEL	SONNEL				2018-2019		i
(     				85%	%06	95%	100%	
TIER 2	<b>.</b>	Wks/		Hourly	Hourly	Hourly	Hourly	Annual
Class	Classification Position	Year	Hours	Rate	Rate	Rate	Rate	Salary
M-3	Custodian Day	52	2080	\$17.78	\$18.82	\$19.86	\$20.91	\$43,493
Α-Α	Custodian	52	2080	\$17.14	\$18.16	\$19.17	\$20.18	\$41,974
M-5	Permanent Part-Time Custodian	40	1200	\$17.14	\$18.16	\$19.17	\$20.18	\$24,216
9- <u>V</u>	Custodian/Courier	42	1680	\$17.14	\$18.16	\$19.17	\$20.18	\$33,902
M-7	Groundsperson I	52	2080	\$17.78	\$18.82	\$19.86	\$20.91	\$43,493
8- <u>8</u>	Groundsperson II	36	1440	\$17.78	\$18.82	\$19.86	\$20.91	\$30,110
6-N	Custodian/Utility	52	2080	\$17.14	\$18.16	\$19.17	\$20.18	\$41,974
M-10	Day/Mid-Shift Custodian-Allendale	42	1680	\$17.78	\$18.82	\$19.86	\$20.91	\$35,129
M-11	Day/Mid-Shift Custodian/Driver-MHS	42	1680	\$17.78	\$18.82	\$19.86	\$20.91	\$35,129
CL-1.1	Computer Technician	46	1840	\$18.74	\$19.83	\$20.94	\$22.04	\$40,554
CL-2	C.O. Secretary - Payroll	52	2080	\$18.74	\$19.83	\$20.94	\$22.04	\$45,843
CL-3.1	C.O. Secretary - Accounting Clerk	52	2080	\$17.72	\$18.76	\$19.81	\$20.84	\$43,347
CL-4	C.O. Secretary - Finance	42	1680	\$17.72	\$18.76	\$19.81	\$20.84	\$35,011
CL-6	Curriculum Secretary	45	1800	\$17.72	\$18.76	\$19.81	\$20.84	\$37,512
CF-7	Special Education Secretary	42	1680	\$17.72	\$18.76	\$19.81	\$20.84	\$35,011
6-15 10-10	MHS Principal Secretary	43	1720	\$17.72	\$18.76	\$19.81	\$20.84	\$35,845
CL-10	MHS Clerk	42	1680	\$16.97	\$17.98	\$18.97	\$19.97	\$33,550
CL-12.1	MHS Counseling/Operations Clerk	42	1680	\$17.23	\$18.24	\$19.26	\$20.26	\$34,037
CL-13	MHS/SMS Library Clerk	42	1680	\$16.74	\$17.72	\$18.72	\$19.69	\$33,079
CL-15	SMS Clerk I	42	1680	\$16.97	\$17.98	\$18.97	\$19.97	\$33,550
CL-16	SMS Clerk II	42	1680	\$16.74	\$17.72	\$18.72	\$19.69	\$33,079
CL-17	Elementary Clerk	42	1680	\$16.74	\$17.72	\$18.72	\$19.69	\$33,079
CL-19	MHS Attendance/Athletic Clerk	42	1680	\$16.74	\$17.72	\$18.72	\$19.69	\$33,079
CL-20	Network Technician	52	2080	\$19.86	\$20.95	\$22.06	\$23.18	\$48,214
C-5	Cook #1 - Base Kitchen	40	1200	\$16.14	\$17.08	\$18.03	\$18.97	\$22,764
ကု	Cook #2 - Base Kitchen	40	1200	\$14.73	\$15.60	\$16.46	\$17.31	\$20,772
ე 4	Permanent Part-Time Cafeteria Wkr	40		\$12.72	\$13.47	\$14.22	\$14.98	
<u>င</u> ှာ	Cafeteria Coordinator	40	1200	\$16.14	\$17.08	\$18.03	\$18.97	\$22,764
<u>-</u>		40		\$15.31	\$16.21	\$17.11	\$18.01	
T-2	Perm Part-Time Spec Ed Bus Aide	40		\$12.35	\$13.07	\$13.80	\$14.53	
۲-3	Transportation Coordinator	52	2080	\$17.23	\$18.24	\$19.26	\$20.26	\$42,141
구	Hall Monitor	40		\$12.35	\$13.07	\$13.80	\$14.53	
H-2	Elementary Library Aide	40	1000	\$10.61	\$10.61	\$10.76	\$11.34	\$11,340

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φ		Wks/	•	Hourly	Hourly	Hourly	Hourly	Annual
	Classification Position	Year	Hours	Rate	Rate	Rate	Rate	Salary
	Custodian Day	52	2080	\$14.68	\$15.54	\$16.40	\$17.26	\$35,907
	Custodian	52	2080	\$14.15	\$14.99	\$15.81	\$16.64	\$34,621
	Permanent Part-Time Custodian	40	1200	\$14.15	\$14.99	\$15.81	\$16.64	\$19,974
	Custodian/Courier	42	1680	\$14.15	\$14.99	\$15.81	\$16.64	\$27,963
	Groundsperson I	52	2080	\$14.68	\$15.54	\$16.40	\$17.26	\$35,907
	Groundsperson II	36	1440	\$14.68	\$15.54	\$16.40	\$17.26	\$24,858
	Custodian/Utility	52	2080	\$14.15	\$14.99	\$15.81	\$16.64	\$34,621
	Day/Mid-Shift Custodian-Allendale	42	1680	\$14.68	\$15.54	\$16.40	\$17.26	\$29,002
	Day/Mid-Shift Custodian/Driver-MHS	42	1680	\$14.68	\$15.54	\$16.40	\$17.26	\$29,002
	Computer Technician	45	1800	\$18.19	\$19.25	\$20.33	\$21.40	\$38,526
	C.O. Secretary - Payroll	52	2080	\$18.19	\$19.25	\$20.33	\$21.40	\$44,519
	C.O. Secretary - Accounting Clerk	52	2080	\$17.20	\$18.21	\$19.23	\$20.23	\$42,077
	C.O. Secretary - Finance	42	1680	\$17.20	\$18.21	\$19.23	\$20.23	\$33,985
2	C.O. Secretary - Finance/Utility	52	2080	\$17.20	\$18.21	\$19.23	\$20.23	\$42,077
	Curriculum Secretary	45	1800	\$17.20	\$18.21	\$19.23	\$20.23	\$36,413
	Special Education Secretary	42	1680	\$17.20	\$18.21	\$19.23	\$20.23	\$33,985
	MHS Principal Secretary	43	1720	\$17.20	\$18.21	\$19.23	\$20.23	\$34,794
	MHS Clerk	42	1680	\$16.48	\$17.46	\$18.42	\$19.39	\$32,583
	MHS Counseling/Operations Clerk	42	1680	\$16.73	\$17.71	\$18.70	\$19.67	\$33,051
	MHS/SMS Library Clerk	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,116
	SMS Clerk I	42	1680	\$16.48	\$17.46	\$18.42	\$19.39	\$32,583
	SMS Clerk II	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,116
	Elementary Clerk	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,116
	MHS Attendance/Athletic Clerk	42	1680	\$16.25	\$17.20	\$18.17	\$19.12	\$32,116
2	Network Technician	52	2080	\$19.28	\$20.34	\$21.42	\$22.50	\$46,790
	Cook #1 - Base Kitchen	4	1200	\$15.67	\$16.58	\$17.50	\$18.42	\$22,100
	Cook #2 - Base Kitchen	40	1200	\$14.30	\$15.15	\$15.98	\$16.81	\$20,172
	Permanent Part-Time Cafeteria Wkr	4		\$12.35	\$13.08	\$13.81	\$14.54	
	Cafeteria Coordinator	40	1200	\$15.67	\$16.58	\$17.50	\$18.42	\$22,100
	Permanent Part-Time Bus Driver	40		\$14.86	\$15.74	\$16.61	\$17.49	
	Perm Part-Time Spec Ed Bus Aide	40		\$10.30	\$10.79	\$11.39	\$11.99	
	Transportation Coordinator	52	2080	\$16.73	\$17.71	\$18.70	\$19.67	\$40,920
	Hall Monitor	40		\$10.30	\$10.79	\$11.39	\$11.99	
H-2	Elementary Library Aide	40	1000	\$10.30	\$10.30	\$10.45	\$11.01	\$11,011

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TIER 3		Wks/		Hourly	Hourly	Hourly	Hourly	Annual
Class	Classification Position	Year	Hours	Rate	Rate	Rate	Rate	Salary
M-3	Custodian Day	52	2080	\$15.12	\$16.01	\$16.89	\$17.78	\$36,984
M-4	Custodian	52	2080	\$14.58	\$15.44	\$16.28	\$17.14	\$35,660
M-5	Permanent Part-Time Custodian	40	1200	\$14.58	\$15.44	\$16.28	\$17.14	\$20,573
9-M	Custodian/Courier	42	1680	\$14.58	\$15.44	\$16.28	\$17.14	\$28,802
M-7	Groundsperson I	52	2080	\$15.12	\$16.01	\$16.89	\$17.78	\$36,984
8-⊠	Groundsperson II	36	1440	\$15.12	\$16.01	\$16.89	\$17.78	\$25,604
M-9	Custodian/Utility	52	2080	\$14.58	\$15.44	\$16.28	\$17.14	\$35,660
M-10	Day/Mid-Shift Custodian-Allendale	42	1680	\$15.12	\$16.01	\$16.89	\$17.78	\$29,872
M-11	Day/Mid-Shift Custodian/Driver-MHS	42	1680	\$15.12	\$16.01	\$16.89	\$17.78	\$29,872
CL-1	Computer Technician	45	1800	\$18.74	\$19.83	\$20.94	\$22.05	\$39,682
CL-2	C.O. Secretary - Payroll	52	2080	\$18.74	\$19.83	\$20.94	\$22.05	\$45,855
CL-3.1	C.O. Secretary - Accounting Clerk	52	2080	\$17.72	\$18.76	\$19.81	\$20.84	\$43,339
CL-4.1	C.O. Secretary - Finance	42	1680	\$17.72	\$18.76	\$19.81	\$20.84	\$35,005
CL-4.2	C.O. Secretary - Finance/Utility	25	2080	\$17.72	\$18.76	\$19.81	\$20.84	\$43,339
CL-6	Curriculum Secretary	45	1800	\$17.72	\$18.76	\$19.81	\$20.84	\$37,505
CL-7	Special Education Secretary	42	1680	\$17.72	\$18.76	\$19.81	\$20.84	\$35,005
CL-9	MHS Principal Secretary	43	1720	\$17.72	\$18.76	\$19.81	\$20.84	\$35,838
CL-10	MHS Clerk	42	1680	\$16.97	\$17.98	\$18.97	\$19.98	\$33,561
CL-12	MHS Counseling/Operations Clerk	42	1680	\$17.23	\$18.24	\$19.27	\$20.26	\$34,042
CL-13	MHS/SMS Library Clerk	42	1680	\$16.74	\$17.72	\$18.71	\$19.69	\$33,080
CL-15	SMS Clerk I	42	1680	\$16.97	\$17.98	\$18.97	\$19.98	\$33,561
CL-16	SMS Clerk II	42	1680	\$16.74	\$17.72	\$18.71	\$19.69	\$33,080
CL-17	Elementary Clerk	42	1680	\$16.74	\$17.72	\$18.71	\$19.69	\$33,080
CL-19	MHS Attendance/Athletic Clerk	42	1680	\$16.74	\$17.72	\$18.71	\$19.69	\$33,080
CL-20	Network Technician	52	2080	\$19.86	\$20.95	\$22.07	\$23.17	\$48,194
C-2	Cook #1 - Base Kitchen	40	1200	\$16.14	\$17.08	\$18.02	\$18.97	\$22,763
წ	Cook #2 - Base Kitchen	40	1200	\$14.73	\$15.61	\$16.45	\$17.31	\$20,777
Q.	Permanent Part-Time Cafeteria Wkr	40		\$12.72	\$13.47	\$14.23	\$14.98	\$0
C-2	Cafeteria Coordinator	40	1200	\$16.14	\$17.08	\$18.02	\$18.97	\$22,763
<u>1-1</u>	Permanent Part-Time Bus Driver	40		\$15.31	\$16.21	\$17.11	\$18.01	\$0
T-2	Perm Part-Time Spec Ed Bus Aide	40	•	\$10.61	\$11.12	\$11.73	\$12.35	\$0
T-3	Transportation Coordinator	52	2080	\$17.23	\$18.24	\$19.27	\$20.26	\$42,147
王	Hall Monitor	40		\$10.61	\$11.12	\$11.73	\$12.35	\$0
H-2	Elementary Library Aide	40	1000	\$10.61	\$10.61	\$10.77	\$11.34	\$11,341

# APPENDIX "D" DRUG-FREE WORKPLACE

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#### DRUG-FREE WORKPLACE

All schools of the district are considered to be drug-free school zones.

The use, distribution, dispensation and/or manufacturing of controlled substances, as defined by state and federal law, by district employees on district grounds, in district buildings and/or in connection with any district activity, is prohibited.

The board's policy is that the workplace should be free from drug and alcohol abuse. Employees cannot work safely and productively if they report for work or work while they are under the influence of alcohol or drugs.

Violation of the following work rules is grounds for disciplinary action up to and including dismissal; providing the district allows the employee his/her statutory and/or contractual rights prior to any disciplinary action:

- Possession or drinking of any alcoholic beverage on district property, including the parking lot, driveway
  and district vehicles at any time, including during breaks or lunch. Reporting for work while under the
  influence of alcohol.
- 2. Possession, use, distribution, sale or offering for sale of narcotics or any controlled or illegal substance, including marijuana, on district property, including the parking lot and district vehicles, at any time, including breaks or lunch. Reporting for work or working while under the influence of narcotics or any controlled or illegal substance, including marijuana, except a drug prescribed for the employee by a physician. An employee whose ability to work is impaired by a drug prescribed for the employee by a physician and used by the employee as prescribed, will not be permitted to remain at work, but will not be disciplined.

#### Alcohol and Drug Testing

The definitions of "under the influence of" and "requirements thereof" are in the attached DOT regulations. Any driver testing positive with an illegal or non-prescription drug will be immediately, irrefutably, and finally discharged with no arbitration.

As stated above, the board policy is that the workplace should be free from drug and alcohol abuse. With this policy, any employee testing positive with an illegal or non-prescription drug will be immediately, irrefutably and finally discharged with no arbitration.

#### **Pre-Employment Drug Testing**

All applicants for employment will be tested for drugs at the district's expense. A qualification for employment by the district is to pass the pre-employment drug test. The board will not hire any job applicant with a "positive" pre-employment drug test. The board also will not hire any job applicant who refuses to take the pre-employment drug test or to sign the consent for the test.

Any district employee who has been found guilty of violating a criminal drug statute in the workplace shall notify the superintendent within five days after a conviction relating to the drug offense.

The superintendent shall notify the appropriate federal agency within ten days after receiving notice of a workplace related drug conviction on the part of the employee.

The superintendent shall develop a drug-free awareness program for district employees. District employees who request assistance for drug counseling and/or rehabilitation shall direct their request to the superintendent. Annually, the board shall allocate funds to support the drug-free awareness program.

The superintendent shall include in the district's employee in-service program a drug-free awareness program which shall include the following information:

a. the dangers of drug abuse in the workplace;

- b. the employer's policy of maintaining a drug-free workplace;
- c. available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties the board may inflict upon employees for drug abuse violations.

In developing the in-service program, the superintendent may utilize the services and assistance of the district's insurance carrier, local or county health departments, local or regional medical health center or other substance abuse agencies in the immediate area.

# APPENDIX "E" LETTER OF AGREEMENT

#### **LETTER OF AGREEMENT**

### BETWEEN THE MELVINDALE NORTHERN ALLEN PARK BOARD OF EDUCATION

#### AND

#### **TEAMSTERS LOCAL 214 NON-TEACHING UNION**

On behalf of the Melvindale Northern Allen Park Teamsters Local 214 Non-Teaching Union and Board of Education, this agreement signifies a one-time, non-precedent setting agreement between the parties as follows:

As of the date of this signed agreement, all current employees classified as belonging to the clerical unit will continue to have bidding rights on other district clerical positions with no additional testing required.

Other prospective unit employees, both internal and external applicants, will be given a clerical test with a revised math portion to assist in determining ability to complete required duties of open positions.

John Grantham, Chief Steward

9125/17

Dr. Kimberly Soranno, Superintendent

James Beri, President, MELNAP BOE

Date

Date

Date

**Date** 

Debra Perkins, Clerical Steward

9125/17

#### LETTER OF AGREEMENT

### BETWEEN THE MELVINDALE NORTHERN ALLEN PARK BOARD OF EDUCATION

#### AND

#### **TEAMSTERS LOCAL 214 NON-TEACHING UNION**

On behalf of the Melvindale Northern Allen Park Teamsters Local 214 Non-Teaching Union and Board of Education, this agreement signifies a one-time, non-precedent setting agreement between the parties as follows:

1. The following language shall be added to the collective bargaining agreement:

This entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4.

2. The Union's agreeing to this does NOT signify its acceptance of PA 4's constitutionality and will not impede the Union from initiating or being a party to actions against PA 4.

John Grantham, Chief Steward

9/25/17

Date

Mark Gaffney, Teamsters Representative

lames Beri, President, MELNAP BOE

Dr. Kimberly Soranno, Supérintendent

**Date** 

Date

**Date** 

### **LETTER OF AGREEMENT**

The Teamsters Local 214 Non-Teaching Union is in agreement with approving the hard cap (default) benefit plan for the 2017-2018 school year as approved at the Board of Education's 05/15/17 regular meeting, Motion #55-17.

John Grantham, Union President

Date: <u>9/21/17</u>

Dr. Kimberly Soranno, Superintendent

Date: \_