
Plymouth-Canton



Community Schools

Agreement
Between the
Plymouth-Canton Board of Education
and the
Plymouth-Canton
Plant Engineers MFT & SRP, AFT
LOCAL 6094

2011-2012

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AGREEMENT

between

PLYMOUTH-CANTON COMMUNITY SCHOOLS, hereinafter referred to as the Employer,

and

PLYMOUTH-CANTON PLANT ENGINEERS MFT & SRP, AFT LOCAL 6094 hereinafter referred to as the "Union".

ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Plymouth-Canton Board of Education and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

Union Recognition, Deduction of Dues and Union Security

Section 1. **Union Recognition**

- a. The Employer hereby recognizes the Union as sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- b. The term "employees" as used herein shall include all full time and regular part-time Plant Engineers. The language above is drafted from M.E.R.C. Case No. R79 C128, dated March 28, 1979 and amended by a Memorandum of Agreement dated June 15, 1999.

Section 2. **Union Security**

- a. It shall be a condition of employment that all employees of the Board covered by this Agreement:
 - (1) Become members of the Union on or before the first working day following the effective date of this Agreement, or
 - (2) Execute an authorization for the payment of an agency shop fee for the deduction of a sum equivalent to the dues of the Union on or before the first working day. Employees shall be given a copy of the form authorizing check off for the Union dues and service fees at date of hire. The representation - service fee, shall be the amount determined by the Union to be the employee's pro rata share of the Union's cost of negotiating and administering the collective bargaining Agreement.
- b. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Paragraph a. of this section.

- c. In the event that the Union refuses to accept any employee of the Employer as a member, said employee may continue employment for the School District.
- d. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

ARTICLE III

Association Dues, Fees, Payroll Deductions

- Section 1. Any employee who is a member of the Federation, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, and voluntary political action funds as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Plymouth-Canton Plant Engineers Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, and voluntary political action funds from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Such dues, and voluntary political action funds shall be forwarded to the Union forthwith. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract. The dues shall be deducted in equal installments, and the association shall be responsible for refunding overpayments and collecting underpayments, where the individual's dues deductions don't cover his/her total dues obligation. The Association shall also be responsible for informing the payroll department of any increase or decrease in yearly dues liability.
- Section 2. Any dispute arising as to an employee's membership in the Association shall be reviewed by a designated representative of the Board and a representative of the Association, and if not resolved may be referred to the Grievance Procedure, however the employee may be retained at work while the dispute is being resolved.
- Section 3. The Association will furnish the Board or its designated representative with a copy of the membership form of all employees paying dues.
- Section 4. The Association shall save harmless the Employer from any liability it may incur to an employee as a result of the illegality of the amount of the representation-service fee as certified by the Union.

ARTICLE IV

Management Rights

Subject to the provisions of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Plymouth-Canton Community Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent

in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- A. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the employee working hours;
- B. To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To determine the hours of work and the duties, responsibilities and assignments of the employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

ARTICLE V

Jurisdiction

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency when regular employees are not readily available. This clause shall not apply to special projects where employees perform work on a voluntary basis.

No provision of this Agreement shall be construed to restrict the Board from the use of federally funded youth programs, cooperative education programs or person hours worked without pay in lieu of incarceration, provided said use does not result in the elimination of any employees covered by this Agreement. The above said person will not be used outside of regularly scheduled hours to avoid paying overtime to employees covered by this Agreement.

ARTICLE VI

Discipline and Discharge

- Section 1. Employees shall be disciplined or discharged only for just cause and the employee shall be advised of the cause of such action in writing. Just cause shall include but not be limited to:
- a. Refusal or failure to accept or perform work assigned, in accordance with the provisions of this Agreement.
 - b. Refusal or continued failure to perform work properly and efficiently.
 - c. Intoxication or use of illegal drugs on the job or while in uniform or drinking intoxicants while on duty.
 - d. Excessive tardiness or absenteeism.
 - e. Insubordination, or improper or immoral language or conduct.

f. Interference with the performance of assigned work of another employee of the Employer.

Section 2. Any cause for discipline or discharge known to the Employer and on which action or notification has not been initiated by the Employer within fifteen (15) days shall be void.

Section 3. A bargaining unit member shall be entitled to have present a steward of the Union during any meeting which leads to disciplinary action.

Section 4. When a request for such steward is made no action shall be taken with respect to the employee until such steward is present.

Section 5. There shall be a yearly evaluation. This shall be done in accordance with the Board of Education's Policy on Evaluation. The employee has a right to receive a copy of the evaluation, review, submit his/her response, and the right to disagree with the evaluation.

Section 6. All probationary employees shall be observed by the principal or designee, at least two (2) times during probation and be given at least two (2) written evaluations prior to the end of the probationary period. The evaluations are to be submitted to the Personnel Office.

Section 7. After one year of the issuance of a disciplinary action, the administration and the union will review the personnel file. After two (2) years and no additional offense(s), the disciplinary action may be removed.

ARTICLE VII

Grievance Procedure

Section 1. A grievance shall be defined as a written complaint by an employee in the bargaining unit alleging a violation, misinterpretation or misapplication of the specific terms of this agreement.

- Section 2.
- a. Working day shall be Monday through Friday excluding holidays.
 - b. Time limits may be extended by mutual agreement.
 - c. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
 - d. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.
 - e. No grievance shall be processed based on the occurrence of a condition prior to the execution of this agreement.

Section 3. **Informal Conference**

The employee may within ten (10) working days of the alleged occurrence discuss his/her problem with his/her immediate administrative supervisor.

Any employee not satisfied with a personal conference with his/her immediate administrative supervisor may take his/her problem to the Steward for consultation. The Steward may visit that supervisor in a further effort to resolve the grievance, which visit shall occur within ten (10) working days after the event giving rise to the problem. That supervisor shall give his/her decision within three (3) working days.

The Association Executive Committee, through the Steward and/or the Executive Committee, shall approve of, and process, all grievances to be pursued beyond the Informal Conference level of the Grievance Procedure.

Section 4. All Grievances must be handled by the following procedure:

- Step 1. If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the Steward within fifteen (15) working days after the alleged occurrence. The written grievance may be presented to and discussed with the supervisor by no more than two (2) union representatives accompanied by the employee at the discretion of the Union. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union.
- Step 2. Within ten (10) working days after delivery of the supervisor's decision the grievance may be appealed to the Director of Human Resources, or his/her designated representative, by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days after delivery of the appeal, the Director of Human Resources, or his/her designee, shall investigate the grievance and shall communicate his/her decision in writing together with the supporting reasons to the Union and to the supervisor.
- Step 3. Within ten (10) working days after delivery of the Director of Human Resources' decision, the grievance may be appealed to the Superintendent, or his/her designee, by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within five (5) working days following a hearing the Superintendent, or his/her designee, shall communicate his/her decision in writing together with the supporting reasons to the Union, the Director of Human Resources and to the supervisor.
- Step 4. Arbitration: Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

- a. Arbitration shall be invoked within ten (10) working days of the decision in Step 3 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.
 - 1) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
 - 2) Each party shall be responsible for the expenses of the witnesses that they may call.
 - 3) The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement, or non-renewal of a probationary employee.
 - 4) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
 - 5) The decision of the Arbitrator shall be final, conclusive and binding upon the Employer, the employees and the Union.

The expenses of the arbitration shall be borne equally by the parties, subject to the written provisions of this Article.

ARTICLE VIII

Non-Discrimination

The Employer and the Union recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because religion, race, color, national origin, age, gender, height, weight, disability, or marital status, in accordance with the law. The parties will work together to assure equal employment opportunities to all.

ARTICLE IX

Seniority

Section 1. a. Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of actual length of continuous service from the latest date of regular employment in the bargaining unit with the Plymouth-Canton Board of Education. All new employees shall be placed on the seniority list as of the first day of employment, upon the

completion of a probationary period of ninety (90) working days of employment, which shall include at least thirty (30) days while school is in session. Probationary employees may be discharged or disciplined by the Employer without the same causing a breach of this Agreement or constituting a grievance.

- b. If two or more employees have the same seniority date, their positions on the seniority list will be decided by a lottery system, upon completion of the probationary period. A representative of the Association, designated by the President, will meet with the Employer to conduct the lottery. Employees involved may be present at the lottery, if they so desire.

Section 2. Seniority shall be broken for the following reasons.

- a. If the employee quits.
- b. If the employee is discharged.
- c. If the employee is absent without properly notifying the management, unless a satisfactory reason is given.
- d. If the employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.
- e. If the employee is laid off for a continuous period equal to seniority he/she had acquired at the time of such layoff period.
- f. If the employee retires.
- g. If the employee overstays a leave (as referred to in Article XIII)
- h. If the employee gives a false reason for such a leave, and/or engages in other employment during such a leave as referred to in Article XIII, Leave of Absence.

Section 3. Employees are expected to give advance notice of termination. Employees failing to give five (5) days notice without reasonable cause for failing to give such notice shall forfeit one-fifth (1/5) of all prorated benefits due for each day less than the above five (5) working days.

Section 4. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a lower classification provided the senior employee is qualified to hold the position held by the employee. An employee reduced from his/her shift may displace the low seniority person within his/her classification and shift.

- Section 5.
- a. The Employer may make temporary transfers of employees to other locations in order to meet the requirements of the operation of the department. The Employer shall give full consideration to seniority.
 - b. Temporary transfers shall be for a period of no longer than thirty (30) working days, extensions may be given by mutual agreement between the Employer and the Union.

- c. A position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position to be posted.

Section 6.

- a. Notice of all vacancies to be filled as shown in Appendix B and newly created positions shall be posted on employee bulletin boards and the employee shall be given ten (10) working days time in which to make application to fill the vacancy or new position, and the Union Steward will be advised within five (5) working days of appointment to the position of who has received the vacancy or new position and, upon request, who were the internal applicants.
- b. Recognizing the provisions of Article IX sections 6 (b) and 6 (c) referring to voluntary demotions, lateral transfers and promotions, the following order shall be used: A) Voluntary demotion, B) Lateral Transfer and C) Promotion. Employees desiring a voluntary demotion, pursuant to Appendix B, may request the demotion on a "Request for Change Assignment" form. A voluntary demotion shall be defined as changing the employee's classification and salary to one in a lower classification. Any employee seeking a lateral transfer or promotion may do so only if his/her last formal evaluation was satisfactory. The union steward shall be provided with a copy of all change of assignment requests.
- c. An employee who applies for a vacancy of the same classification he/she currently holds, shall be granted the job based on his/her classification seniority, before any promotions shall be considered. Said Employee shall interview before accepting the position. If the employee successfully opts for a change of assignment, based on a voluntary demotion, or lateral transfer, he/she shall not be eligible for a change of assignment for a period of one (1) year from placement on the job. The only exception to this one-year rule shall be where there is mutual agreement between the Executive Director of Support Services, Executive Director for Human Resources, or his/her designee, the Union and the employee involved. Exceptions shall not be unreasonably withheld. The senior qualified employee making application, in accordance with the above, shall be promoted to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved. The employer will consult with the Union prior to posting any position that has a change in qualifications from the previous posting of the same position. When more than one position is open and posted, the employee must bid jobs in order of their preference; first choice, second choice, etc.
- d. Promoted employees shall be given up to a seventy-five (75) workday trial period to demonstrate their ability to perform the job. If during the trial period, the employee does not demonstrate the ability to perform the job, the employee shall either be placed on an additional trial period of up to thirty (30) work days or the employee will be returned to his/her former classification within this bargaining unit. An employee who has successfully accepted a promotion will not be eligible for another promotion for a period of sixty (60) workdays except by mutual agreement of the parties.
- e. Newly created positions or vacancies to be filled shall be filled within fifteen (15) working days of the known vacancy. These positions shall be posted in the following manner:

The type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the qualifications, training and the classification.

The Union will be notified in writing within fifteen (15) working days of positions or vacancies not to be filled.

Section 7. An employee who is required to work in a higher classification for two (2) consecutive working days or more, shall be paid the rate of pay of the person he or she replaces, and will be paid retroactively to the first day if two (2) days or more.

Section 8. An agreed to seniority list shall be made available to the Union and to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire with the District, date of entry into bargaining unit, date of entry into classification, and employee's location. Seniority in classification shall be as of date of entry into the classification.

Section 9. Any employee who takes another position within the Plymouth-Canton Community Schools shall not continue to earn seniority in this bargaining group while in such position. If this person returns to this bargaining unit, he/she will receive only the seniority he/she accumulated up to the time of leaving this bargaining unit.

Section 10. Employees awarded the position of Plant Engineer will be required to obtain the appropriate Boiler Operator's License within one (1) year of completing the first available course.

If an employee does not comply with the above, he/she will be removed from the position. An employee awarded a Plant Engineer position must attend an accredited Low Pressure Boiler Operator's License class unless previously completed.

ARTICLE X

Holidays

Section 1. The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Day after Thanksgiving
- e. December 24
- f. December 25
- g. December 31
- h. January 1
- i. Good Friday
- j. Memorial Day
- k. Four personal holidays
(One of the four personal holidays must be taken when school is not in session)

Section 2. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

- Section 3. If an employee is on vacation on any of the above named holidays the Employer shall give an additional day off with pay for the holiday or eight (8) hours pay for the holiday.
- Section 4. Employees off sick on the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay, except when they work on the holiday.
- Section 5. Application for use of personal holidays or emergency closing day must be submitted and approved five (5) working days in advance of the day requested. Personal holidays cannot be taken in conjunction with vacation days or regularly scheduled holidays unless by specific arrangement with the approval from the Department of Maintenance and Custodial Operations.
- Section 6. Holiday Eligibility: During the first month of employment, employees shall not be eligible for any paid holidays. During the second month of employment employees shall be eligible for one paid holiday. Upon completion of the second month of employment, employees shall be eligible for all paid holidays.

ARTICLE XI

Vacation and Bonus Vacation Pay

- Section 1. Vacation for employees covered by this Agreement shall be computed as follows:
Less than two (2) years on June 30 - One day per month to maximum of 10 days.
More than two (2) years but less than five (5) years on June 30 - 12 days.
More than five (5) years but less than ten (10) years on June 30 - 15 days.
More than ten (10) years but less than fifteen (15) years on June 30 - 17 days.
More than fifteen (15) years on June 30 - 20 days.
- Section 2.
- a. Vacations will, insofar as possible, be granted at times most desired by employees according to their seniority as follows: The Employer will designate how many people in each classification in each building shall be allowed off during one given period. Vacation requests shall be submitted during the last two weeks of February. The annual vacation schedule shall be posted prior to March 31. Choice of vacation shall be honored on a basis of seniority within a building classification unless otherwise agreed to by the Union. Unposted vacation time may be taken provided the Employer approves and there is no conflict with posted vacation time, except that only posted vacation time may be taken on the days preceding or following a paid holiday unless otherwise agreed to between the Board and the Union. Posted vacation time of an employee temporarily transferred for purpose of relief shall be honored.
 - b. Vacations may be taken in a period of consecutive days or split into one or more weeks.
 - c. Vacation earned in one fiscal year must be taken prior to the end of the following fiscal year. If a vacation is deferred at the request of the Board, the employee shall have the option of rescheduling the vacation or receiving payment in lieu of vacation time off.
- Section 3. An employee who is separated from employment is entitled to a lump sum payment for the unused vacation standing to his/her credit on the date of separation.

- Section 4. Employees from the Plymouth-Canton Custodial-Maintenance bargaining unit who go directly from their custodial-maintenance position to the position of plant engineer will maintain and carry over their accumulated vacation upon completion of their probationary period as a plant engineer.
- Section 5. Employees having thirty-five (35) days of accumulated sick leave on December 31 may earn additional pay annually according to the following schedule:

<u>Days Absent During Calendar Year</u>	<u>Bonus Attendance Pay</u>
0	\$500
1	\$300

This attendance stipend is based upon the absence record from January 1st through December 31st of each year. All days absent count against qualification for the Bonus Attendance Pay except jury duty, vacation, personal holidays and bereavement.

The employee will verify with his/her immediate supervisor if he/she qualifies for this attendance bonus. This bonus will be paid on the second pay in January in the year subsequent to that in which the absences are verified.

Employees from the Plymouth-Canton Custodial-Maintenance bargaining unit who go directly from their custodial-maintenance position to the position of plant engineer will maintain and carry over their attendance record. Any bonus vacation days earned during that employment may be used as a plant engineer.

- Section 6. Days absent during the fiscal year for workers' compensation or death in the family per Article XII, Section 4 will not have any affect on earned bonus days and bonus attendance pay per section 4 of this Article. If additional time is granted for any bereavement above that covered in Article XII section 4 (i.e. friend, travel, etc.) days will be deducted from sick leave but it will not affect the bonus vacation days and bonus attendance pay.
- Section 7. All vacation and holiday pay will be paid at the rate that the employee is currently making.

ARTICLE XII

Sick Leave

- Section 1. Each employee covered by this Agreement will be entitled to sick leave of one (1) working day with pay for each month of service, beginning with the first completed full calendar month and cumulative.
- Section 2. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. (Medical proof of illness may be required.) Sick leave shall also be granted when, through exposure to contagious disease, the presence of the employee at his/her employment position would jeopardize the health of others. To receive sick pay for medical, dental or optical examination or treatment, three (3) days notice of the appointment must be given except in the case of emergency.

- Section 3.
- a. Absence of less than seven (7) days resulting from a minor personal injury out of and in the course of employment with the Plymouth-Canton Community Schools shall not be deducted from accumulated allowable days of absence provided the employee files at the Central Administration Office, prior to returning to regular employment, a statement from his/her doctor stating the number of days he/she will be unable to work.
 - b. Absence caused by a major personal injury arise out of and in the course of employment with the Plymouth-Canton Community Schools which entitles the injured employee to compensation under the provisions of Workers' Compensation Act, shall not be charged against allowable sick leave until the eighth (8) day, allowable days of absence shall be charged only for that portion in excess of the compensation payment until the employee's sick leave bank is exhausted.

Section 4. All employees covered by this Agreement may take up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren and any other relative or non-relative living and making their home in the household of the employee. Additional time off will be granted for necessary time to travel to distant states for funeral services providing said time is arranged for with the Department of Maintenance and Custodial Operations at least forty-eight (48) hours prior to the time taken (One day off for brother-in-law, sister-in-law, spouses grandparents).

Section 5. Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

Section 6. All new employees after successfully completing the probationary period and upon working their first day as regular employee shall have placed in their sick leave bank one (1) sick leave day for each month between that month and June of that fiscal year. All regular employees, at the beginning of the fiscal year after working one (1) day, will have placed in their sick leave bank twelve (12) sick leave days. Time taken off during the probationary period will be deducted from the employee's pay.

Employees from the Plymouth-Canton Custodial-Maintenance bargaining unit who go directly from their custodial-maintenance position to the position of plant engineer will maintain and carry over their accumulated sick leave upon completion of their probationary period as a plant engineer.

Section 7. Personal Business Days

- a. From the sick leave allotment, employees may use up to three (3) personal business days, one of which may be an undeclared personal business day, per year. The following statements will act as guidelines for the local administrator in giving to the applicant for Personal Business Days.
- b. A personal business day can be granted but is not mandatory when there is:
 - (1) A religious holiday not identified in the Agreement.
 - (2) An appointment at a Federal, State or Local governmental office after normal channels has been exhausted.
 - (3) An involvement in a court of law.

- (4) A convocation of honors assembly involving a member of the immediate family.
- (5) An appointment to arrange a final settlement or financing the purchasing of a home.
- (6) A need for being involved in moving from one home to another.
- (7) A need to leave early to attend a conference or convention to which he/she is a delegate.
- (8) An involvement in a wedding of a member of the immediate family.
- (9) A desire to attend a funeral when it is not covered under the sick leave policy.
- (10) A desire to be with a person who is ill and which is not covered under the sick leave policy.

The above is not an exhaustive list and items may be added during the school year by the consent of both parties.

- c. When there is a request for a personal business day or days as indicated in Article XII (7b), the administrator may grant any portion of the time under personal business which shall be charged against sick leave with the remaining portion being assumed by the applicant with loss of pay.
- d. Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.
- e. The administrator may, in unusual circumstances, grant personal business time to a person when the applicant's request is not specifically covered by the listing. The administrator, using his/her best judgment will take into consideration such items as length of service, attendance, involvement in school activities and other factors which are pertinent to the case.
- f. Personal business days shall be requested at least one week in advance except in cases of emergency. Approval must be received before the employee takes the time off.
- g. Requests shall be made through the Department of Maintenance and Custodial Operations.

Section 8. In the event that it is necessary for an employee to be absent more than the accumulated days allowable, the employee shall be paid the difference between his/her regular wages and those of anyone employed to substitute for him/her during his/her absence up to a maximum of thirty (30) days. The additional thirty (30) days shall not be cumulative. Absence beyond the additional thirty (30) days shall mean full loss of pay.

ARTICLE XIII

Leaves of Absence

- Section 1. "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserve components" are defined to include the federally recognized National Guard, Air Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.
- Section 2.
- a. Any employee of the Plymouth-Canton Board of Education covered by this Agreement who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time, vacation or sick or seniority time during which he/she is engaged in the performance of official duty or training in this State, or in the United States under competent orders. While on such leave he/she shall be paid an amount which when combined with his/her military pay would equal his/her regular salary not to exceed a total of ten (10) working days in any one calendar year.
 - b. To receive payment of salary, an employee must, prior to his/her leave, file with the Personnel Department a copy of official orders and upon return a certification from his/her commanding officer of performance of duty and a statement of service earnings.
 - c. The reinstatement rights of an employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the Provisions of the law granting such rights.
- Section 3. The Union shall be granted the use of ten (10) Union days per year for its use for attendance at the Representative Assemblies, conferences, conventions, workshops, and other functions mutually agreed to between the Union and the Employer.
- Section 4. Seniority shall accumulate during all leaves of absence. At the end of a leave of absence of no longer than six months the employee will return to his/her former job and at his/her former rate of pay. For leaves longer than six months but less than one year, the employee will be returned to the first available position within his/her classification and shift or displace the employee with the least seniority within that classification and shift. Displaced employees will bump into the next lower classification utilizing the same procedure. The Employer reserves the right to fill the vacancy, for up to the six months the position is being held, with a substitute who will not be considered a member of the bargaining unit in accordance with Article XXV Section 3 (b). Employees have the option to pay hospitalization premiums or to terminate coverage during any leaves.
- Section 5. Notwithstanding other provisions of this Agreement any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for the term of the election or appointment of his/her office or any extension thereof.
- Section 6. A seniority employee who, because of illness or accident which is non-compensable under the Michigan Workers' Compensation Law, if physically unable to report to work, shall be given a leave of absence without pay of benefits or loss of seniority for the duration of such disability; but not to exceed the length of his/her seniority or two years,

whichever is the least. Applications for leave must be submitted one (1) week prior to the exhaustion of the employee's sick bank. Return to work shall be conditional upon a medical or osteopathic doctor's written notice that the employee is capable of performing his/her regular work assignment.

Section 7. Leave of absence without pay or benefits or loss of seniority shall be granted seniority employees for reasonable periods not to exceed the length of seniority or one (1) year of time whichever is the least for physical or mental illness, in the immediate family which includes husband, wife, children or parents living in the same house, provided the employee properly notifies the Board of the necessity and provided further that he/she supplies the Board with a certificate as often as requested from the medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when requested by the Board.

Section 8. Leaves of absence without pay or benefits or loss of seniority may be granted seniority employees after one (1) year of employment, for reasonable periods not to exceed one (1) year of time for training related to the employee's regular duties in an employer approved education institution.

Section 9. A seniority employee shall be granted a pregnancy leave of absence without loss of seniority which shall not exceed twelve (12) months and provided, the employee shall immediately notify the Board of the pregnancy. The Board then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician on a form provided by the Board will not allow the employee to continue her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy leave with all job and recall rights, and/or the employee may use all or any portion of her leave to recover from her own illness or disability, which shall include, in part, all disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

Section 10. All requests for leaves of absence shall be in writing, stating the reason for request giving the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

ARTICLE XIV

Jury Duty - Subpoena as Witness

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror, except the money received for mileage, shall be deducted from the pay, which would normally be earned while serving as a juror. This provision applying in the event the Employer was unable to obtain a waiver.

ARTICLE XV

Hours of Work

The regular workweek for the employees covered by this Agreement shall consist of forty (40) hours, Monday through Friday, of eight (8) hours each. The eight (8) hour day for all personnel will include a

thirty-minute lunch period at a time convenient to the Employer. Employees will not leave the building without notifying the building principal.

Section 1. Shifts will be scheduled as conditions warrant, one (1) week prior notice shall be given before changes are made except in emergency. Seniority in classification will be considered in determining shift assignment in each building or department.

Section 2. a. Time and one-half (1-1/2) will be paid for all time worked (except for in "c" below):

1. In excess of eight (8) hours in a twenty-four (24) hour period which begins with the start of the employee's regular or normally schedule shift;

2. All time worked in excess of forty (40) hours in one workweek, for which overtime has not already been earned.

b. Double time will be paid for all overtime hours worked on Sunday.

c. Upon mutual agreement of the administration and the employee, compensatory time will be given in lieu of overtime pay. The rate of compensatory time will be the equivalent of overtime rate (1.5 for Saturdays and 2.0 for Sunday hours of release time for every overtime hour worked). The compensatory time cannot exceed 40 hours during a school year and must be used during the school year in which it is earned. It will not accumulate beyond June 30 of the year it is earned and if it is not used, it will be paid off in the last paycheck in June. Scheduling of the use of compensatory time will be on the same basis as vacation time but will be discouraged when school is in session.

Section 3. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, or is called on Saturday or Sunday, he/she shall receive pay for the actual time worked at his/her appropriate rate for a minimum of two (2) hours.

Time worked under this clause is not to be construed with hours worked prior to or after the termination of the shift when such hours are continuous. No employee shall be compensated for any time worked by being granted time off in place thereof.

a. The School Plant Engineer, or his/her employee designee, of each building of the School District where regular operational personnel are not assigned for regular Saturday, Sunday and holiday work will be paid time and one-half of the employees rate for the following times:

Class C Elementary Schools	30 Minutes
Class B Middle Schools	45 Minutes
Class A Central Middle & High Schools	1 Hr. to 1 Hr. 15 min

for each complete building check when assigned. Building checks shall be made between the hours of 6:00 A.M. and 8:00 P.M. on Saturdays, Sundays and holidays. It is highly recommended these checks need to be completed in a 24 hour time period.

- b. If during the building checks, it is found that emergency work must be performed which requires more than the time specified above, Article XV, Section 3 will apply. Accurate work time indicating the date, beginning time after the time specified above, the ending time, and the description of the work performed will be submitted in writing to the building principal and the Executive Director for Support Services for consideration. (Emergency work is defined as work that cannot be left until the next regular work day.)
- c. Work assignments for split days off may be made in writing by mutual agreement between the employee and the Employer.

Section 4. Uniforms

- a. The District will allocate \$130.00 for the purchase and replacement of uniforms.
- b. Each employee must use the allowance for the purchase of new or replacement of the use and wear as needed.
- c. Employees have the option of ordering pants and/or shirts that are needed. They must be maintained for a clean and appropriate uniform during the working hours only.
- d. The orders will be placed through central maintenance by June 30 of each year and will be delivered prior to the beginning of each school year.
- e. The Board will provide an order form with sizes, colors, material and lettering available along with prices from which each employee turns into central maintenance.
- f. Part-time employees shall receive a prorated amount of this benefit. Regular employees who are placed on Workmen’s Compensation for a period of time in excess of thirty (30) calendar days shall receive a prorated amount of benefits.
- g. The allowance will be prorated upon hiring and termination.

Section 5. Retirement Allowance

In appreciation for services to the School District a retirement payment of \$100 per year of continuous service (as defined in Article IX), up to thirty (30) years shall be paid upon retirement provided the Plant Engineer employee shall have been employed in the School District for at least ten (10) years, is eligible, and has made application for Michigan Employee Retirement Fund benefits.

Section 6. Longevity

- a. Continued service in this unit with the School District will be acknowledged by the payment of the following lump sum longevity bonus as an adjustment to hourly wage on the employee's anniversary date:

5 to 9 years	\$355	20 to 24 years	\$655
10 to 14 years	\$455	25 to 29 years	\$755
15 to 19 years	\$555	30 years and up	\$855

Section 7. Emergency School Closing

Whenever there is a school closing involving both staff and students, bargaining unit members who are required to report shall be given compensatory time.

ARTICLE XVI

Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work.

ARTICLE XVII

Insurance Protection

Section 1. **HEALTH INSURANCE.** The Plymouth-Canton Community Schools agrees to pay 80% of the premium/illustrated rates for medical coverage, for all regular employees working 30 or more hours per week. Employees who are insured through the district program will contribute 20% of the cost for insurance. These contributions will be payroll deducted.

The Board shall determine the provider and the third party administrator. The Board reserves the right to bid and name the carrier for any portion of the plan, including the prescription co-pay. It is intended that the carrier will continue to be Blue Cross Blue Shield Community Blue PPO. The District maintains the right to change insurance carriers if the same benefits are provided. *See Appendix C for details.*

Section 2. The School District agrees to pay the premium for \$30,000 term life insurance which will include the right of conversion for all regular full-time Plant Engineer employees during their employment with the Plymouth-Canton Community Schools. The program is effective for all regular full-time Plant Engineer employees who have completed their probationary period. *See Appendix C for details.*

Section 3. **DENTAL INSURANCE.** Plymouth-Canton Community Schools' Board of Education shall pay 80% of the cost of dental coverage for all regular full-time Plant Engineer employees who have completed their probationary period. Employees who are insured through the district program will contribute 20% of the cost of dental insurance. *See Appendix C for details.*

Section 4. The Board shall provide the following Vision Care benefits (up to full family) to all regular full-time employees who have completed their probationary period beginning the first of the month after the completion of the probationary period. *See Appendix C for details.*

Section 5. The Employer agrees to pay the premium for long-term disability benefits to all regular full-time employees who have completed their probationary period. The LTD plan shall provide for a ninety (90) calendar day waiting period and shall pay 66 2/3% of salary to a maximum of \$2,500 per month.

Section 6. Flexible Spending Account for Health Expense & Dependent Care (employee choice each year)

- (a) Reimbursement accounts allow you to pay for certain health and dependent day care expense tax-free.
- (b) Health Care Reimbursement, maximum deposit \$1,500.
- (c) Dependent Care Reimbursement Account, maximum deposit of \$5,000.

ARTICLE XVIII

Health, Safety and Training

The Board will continue to take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work.

- Section 1.
 - a. It is recognized:
 - 1. That periodic training sessions, on a released time basis, will be conducted during the schoolwork day.
 - 2. Attendance will be mandatory for those designated employees.
 - 3. Does not govern contract language pertaining to promotion and transfers.

- Section 2.
 - a. The Employer agrees to provide Boiler Operator classes through Community Education for all employees required to attend.
 - b. Wages will be paid to all those attending the classes at the hourly rate; or by released time, if the classes are run during the work shift.
 - c. The Employer will reimburse those employees who are required to secure a Boiler Operator License for the test fee and necessary mileage at the IRS rate.
 - d. The Board shall reimburse employees for license and renewal fees if it is required for the position. (Effective upon ratification.)

During the term of this contract, a committee composed of two (2) members of the Union and two (2) members of Administration will meet for the purpose of exploring the feasibility of establishing an upgrade program.

ARTICLE XIX

Strikes and Lockouts

- Section 1. The Union agrees that during the entire life of this Agreement that there shall be no sanctioned or condoned strikes, sit-downs, stay-ins, slowdowns or work interference or curtailments of any kind for any reason.

- Section 2. The Union further agrees it will take action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slowdowns, picketing or work interference curtailments of any kind by notifying the employees.

- Section 3. All shop stewards and officers of the Union shall take action to try to prevent any wildcat strikes, sit-downs, stay-ins, slowdowns, picketing or work interference or curtailments of any kind.
- Section 4. The District shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to file a grievance as to whether the employee was involved in said action.
- Section 5. The Board agrees that during the life of this Agreement there shall be no lockout and insofar as may be permitted by law the Board hereby waives any right that it may have to sue the Local Union or MFT&SRP, AFT with which it is affiliated for damage resulting from unauthorized work stoppages.

ARTICLE XX

Subcontracting and Technological Changes

No work which is normally or customarily performed by employees in job classifications covered by this Agreement shall be subcontracted by the Board to any outside source or agency for the purpose of eliminating present employees. However, it is agreed that the Board shall be free to use all labor saving devices and labor saving equipment that will be to the best interest of the Board.

ARTICLE XXI

New Jobs

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When the new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Employer shall establish the job description.

The Employer will notify the Union of such new or changed jobs.

ARTICLE XXII

Work Rules or Regulations

The Plymouth-Canton Board of Education may establish necessary work rules and regulations, however, should the Union object to any rule or regulations, it may resort to the grievance procedure outlined in this Agreement.

Advisory Committee

Effective upon ratification by both parties, the Board and the Union agree to form a Joint Committee composed of an equal number of bargaining unit members and Administrative representatives, to meet as needed to address ongoing issues between the parties. Examples of topics to be reviewed, but not limited to, include work load issues, additional training needs, changing job responsibilities, work year concerns. Both parties agree that no financial or contractual obligations are attached to any resolution determined by the committee and that the committee is a problem-solving advisory committee only.

ARTICLE XXIII

Visitation

Section 1. After presentation of proper credentials, to the principal's office, officers or accredited representatives of the Union shall (upon request by the Union), be admitted into the buildings of the School District during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

Section 2. **Stewards**

- a. Employees may be represented by one steward and a designated alternate steward or both, whose identity shall be made known to the Department of Maintenance and Custodial Operations.
- b. The Steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisors. This privilege shall not be abused.
- c. Any new employee shall be introduced to the Steward and added to the Steward's record or the Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification and assignment.

ARTICLE XXIV

Scope, Waiver and Alteration of Agreement

Section 1. No agreement, alteration, understanding, variation, waiver of modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Plymouth-Canton Board of Education and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State laws, that such part shall be suspended and the appropriate mandatory provisions shall prevail and the remainder of this Agreement shall not be affected hereby.

Section 4. Nothing contained within this contract shall be construed to deny or restrict an employee in any rights he/she may have under State law, Federal law, or other applicable regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE XXV

Classification

Section 1. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Appendix A attached hereto and made a part hereof by reference.

Section 2. For interpretation of Appendix A, schools shall be classified as follows as regards to Plant Engineer:

Class A - Schools with square footage over 180,000 sq. ft.

Class B - Schools with more than 75,000 but less than 180,000 sq. ft.

Class C - Schools with more than 10,000 but less than 75,000 sq. ft.

Section 3. Employee Status Definitions

a. Substitute - An employee, regardless of age, who works on an as-needed basis with no specific or projected schedule and receives substitute rate with no fringe benefits.

b. Temporary - An employee, who is hired for a specific duration, not to exceed sixty (60) work days, (except when used to hold a position open for a bargaining unit member on a leave of absence of six (6) months or less, per Article XIII Section 4), and works on a regular schedule and receives substitute rate with no fringe benefits. If the temporary is continued without break into regular employment, seniority shall begin as of date of hire as a temporary, fringes and rate shall begin as of date of regular employment.

ARTICLE XXVI

Termination and Modification

Section 1. This Agreement shall continue in full force and effect until June 30, 2012.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same, prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Plymouth-Canton Plant Engineer Employees, Local 6094, MFT&SRP", 2661 East Jefferson, Detroit, MI 48207 and if to the

Employer, addressed to Plymouth-Canton Community Schools Board of Education, 454 South Harvey Street, Plymouth, Michigan 48170, or to any other such address the Union or the Employer may make available to each other.

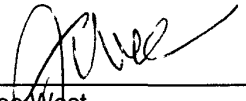
Section 5. The effective date of this Agreement is July 1, 2011.

Section 6. Copies of this Agreement entitled "Agreement Between Plymouth-Canton Community School District and the Plymouth-Canton Plant Engineers Local 6094, AFT Michigan", 2661 East Jefferson, Detroit, MI 48207 shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereinafter employed.


IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

PLYMOUTH-CANTON PLANT ENGINEERS
LOCAL 6094, AFT MICHIGAN

PLYMOUTH-CANTON COMMUNITY
SCHOOLS BOARD OF EDUCATION




Joe West
Chief Negotiator & President
AFT Michigan, Local 6094



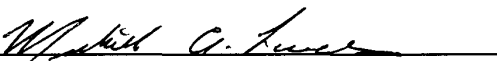
John Barrett
President, Board of Education



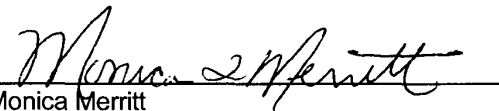
Jamie Runstrom
Steward & Negotiator




Judy Mardigian
Secretary, Board of Education



Michael Lardin
Negotiator



Monica Merritt
Executive Director of Human Resources



Matthew Takesian
Negotiator



Harry Lau
Director of Maintenance & Operations

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APPENDIX A

WAGES

- a. For the 2010-2011 school year, employees wages will be frozen at the current hourly rate. Steps will for those employees moving up the salary schedule will be provided.
- b. For the 2011-2012 school year – step freeze – 0% salary schedule
- c. Employees hired into the bargaining unit after January 1 of any school year will not move up a step on the following July 1.

Plant Engineers employed on or before February 9, 2010

2010-2011 PLANT ENGINEER SALARY SCHEDULE (0% increase)

<i>New Steps</i>	1	2	3	4	5	6	7
Class A - High School	17.73	18.74	19.74	20.76	21.51	22.25	22.58
Class B - Middle School	16.39	17.30	18.24	19.18	19.96	20.69	21.00
Class C - Elementary School	15.51	16.42	17.29	18.17	19.09	20.01	20.39

Plant Engineers hired as of February 10, 2010 and beyond will be paid based upon the second tier “new hire” wage scales at 5% lower than the regular wage scale.

2010-2011 PLANT ENGINEER SALARY SCHEDULE (5 % less for new employees as of February 10, 2010)

2nd tier wage scale

<i>New Steps</i>	1	2	3	4	5	6	7
Class A - High School	16.84	17.80	18.75	19.72	20.44	21.14	21.45
Class B - Middle School	15.57	16.44	17.33	18.22	18.96	19.66	19.95
Class C - Elementary School	14.74	15.60	16.43	17.26	18.13	19.01	19.37

FURLOUGH DAYS

For the 2011/12 school year each employee shall receive an unpaid furlough day to be used on the Wednesday before Thanksgiving. This provision shall expire on June 30, 2012 and shall not be carried forward without the specific written agreement of the parties.

Plant Engineers cannot substitute any paid day for a furlough day.

TIERED COMPENSATION AND BENEFITS

The parties agree that any current employee in the Custodial-Maintenance group who is selected to a position in the Plant Engineer union will be accommodated with the following considerations:

- Placement on the salary schedule will be at a step that is near the employee's current custodial-maintenance salary levels on the tier 2 salary schedule.
- Benefits will be assigned the same level as current plant engineers. There will be no waiting period for benefits.
- New plant engineers coming over from the custodial-maintenance group will serve a 90 "performance only" probationary period.

Plant engineers hired outside of the custodial-maintenance group, such as those newly employed or non-custodial maintenance members (such as Custodian II) will be placement is on the second tier salary schedule.

APPENDIX B

Promotional Series

Class A Plant Engineer



Class B Plant Engineer



Class C Plant Engineer
Warehouse Person

PLYMOUTH-CANTON Community • Schools

APPENDIX C

PLANT ENGINEERS

Benefit Summary Sheet

Eligibility Period: 90 working days

HEALTH

Company: Blue Cross Community Blue PPO Plan
Telephone: 1-800-637-2227 (claims & I.D. cards)
Internet address: www.bcbsm.com
Outside of Michigan: 1-800-810-BLUE (to locate an out of state provider)
Group/Suffix: 67982/0050

Benefits:

Basic

1. Hospitalization
2. Prescriptions, \$10/\$20/\$40 co-pay & 90 day mail order X 2 co-pays.
3. Outpatient Psychiatric, \$25 co-pay
4. Doctor's office visit \$25 co-pay, in network
5. Emergency room: \$100 co-pay unless billed as medical emergency.
Urgent Care: \$25 co-pay unless billed as medical emergency.
6. Deductibles: In-Network: \$250 per person/\$500 family
Out-of-network: \$500 per person/\$1000 family
7. Co-Insurance: In-network 90% after deductible to maximum \$500 individual/\$1000 family
Out-of-network 70% after deductible to maximum \$1500 individual/\$3000 family

Effective: End of eligibility period
Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents if not done at the time of the event)
Benefit Year: January – December

LIFE

Company: CIGNAFLX963665 Class 14
Effective: End of eligibility period
Benefit: \$30,000 Term Life (effective 2-1-02)

SELF-FUNDED DENTAL

Company: Meritain Health (A.D.N. PPO) (for A.D.N. provider information www.adndental.com)
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents, if not done at the time of the event.)
Effective: 1st of the month after completion of eligibility period

Benefit:

COB Sufficing

1. 80% without other coverage
2. 50% with other coverage
\$1,500 annual max, \$1500 life time ortho max (effective 2-1-07)

Benefit year: January – December

LONG TERM DISABILITY

Company: CIGNA
Group: LK62601 – Class 7
Effective: 1st of the month after completion of eligibility period
Benefit: 90 calendar day qualifying period
66 2/3% of monthly salary, \$2500 mo. Max (effective 2-1-02)

SELF-FUNDED VISION

Company: Meritain Health
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents, if not done at the time of the event.)
Effective: 1st of the month after completion of eligibility period

Benefit:

Exam	48.00	
Single Pres. Pair of Lenses	63.00	
Bifocal Pres. Pair of Lenses	72.00	
Trifocal Pres. Pair of Lenses	90.00	
Lenticular Pres. Pair of Lenses		108.00
Contact Lens Pres. Pair of Lenses		150.00
Standard Frames	44.00	
Exam and glasses or contacts, once a year		

Benefit year: January - December

EMPLOYEE ASSISTANCE PROGRAM

Company: CIGNA
Telephone: 1-800-538-3543
www.cignabehavioral.com/CGI

FLEXIBLE SPENDING ACCOUNT

Company: Meritain Health
Telephone: 1-800-748-0003

***NOTE:** All insurance claim forms are available in the School office and in the Employee Benefit office.

Dawn Schaller
Employee Benefits Coordinator
(734) 416-4834

**LETTER OF UNDERSTANDING
BETWEEN THE
PLYMOUTH-CANTON BOARD OF EDUCATION
AND THE
PLYMOUTH-CANTON
PLANT ENGINEERS MFT & SRP, AFT
LOCAL 6094**

The Board of Education of the Plymouth-Canton Community School ("the Board") and the Plymouth-Canton Plant Engineers MFT & SRP, AFT Local 6094 ("Association") hereby agree to the following Letter of Understanding:

1. Senate Bill No. 7 and its subsequent Public Act hereinafter referred to as "Senate Bill No. 7", which shall become effective on September 15, 2011, places a limit on the maximum expenditure amount that a school district can pay towards the medical benefit plans they offer to their employees.
2. Sec. 3 of Senate Bill No. 7, establishes a default "hard cap beginning on January 1, 2012, whereby the maximum expenditure that a district can pay towards the medical benefit plans it offers to its employees shall be limited to:
 - a. \$5,500.00 for single person coverage,
 - b. \$11,000.00 for individual and spouse coverage,
 - c. \$12,500.00 for individual and child or children coverage, or
 - d. \$15,000.00 for family coverage.
3. Senate Bill No. 7 exempts any contract or agreement entered into prior to September 15, 2011 from its requirements until that agreement or contract expires. The parties agree that any contract or Letter of Agreement entered into prior to September 15, 2011, shall not establish a "status quo" with regard to Senate Bill No. 7.
4. Senate Bill No. 7 requires uniform application with regard to all district employees.
5. For the 2011/2012 school year only, the parties agree to a 20% contribution towards the illustrated rates for health insurance and the benefit plan specifications attached as Addendum A. It is the understanding of the parties that the 20% contribution towards the illustrated rates for health insurance and the benefit plan specifications attached as Addendum A shall specifically expire on June 30, 2012.

6. In the event that the Board does not take any action with regard to the default provisions of Senate Bill No. 7, prior to the expiration of the 2011/2012 Agreement, the contribution towards the illustrated rates for health insurance and the benefit plan specifications shall revert on September 1, 2012 to those in effect as of August 31, 2011.
7. The default provision pursuant to Sec. 3 of Senate Bill No. 7, shall not be cumulative with the 20% contribution towards the illustrated rates for health insurance provided in this Letter of Agreement. For example an employee with full family coverage shall not be obligated to pay the combination of a 20% contribution towards the illustrated rates for health insurance and any premium cost in excess of \$15,000 pursuant to Sec. 3 of Senate Bill No. 7.
8. The Superintendent of Schools shall notify the Association, on or before June 15, 2012, whether the default provisions pursuant to Sec. 3 of Senate Bill No. 7 will be effective as of September 1, 2012.
9. The June 15, 2012 notification by the Superintendent of Schools is designed to accommodate any necessary changes in insurance plan specifications.
10. The parties shall establish a committee to review insurance plans/benefits and costs to better enable comparisons of insurance plans/benefits for the bargaining teams. The committee shall provide the bargaining teams a report by March 15, 2012.
11. The parties have agreed each employee shall receive an unpaid furlough day to be used on the Wednesday before Thanksgiving. This provision shall expire on June 30, 2012 and shall not be carried forward without the specific written agreement of the parties.

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