

MACOMB INTERMEDIATE SCHOOL DISTRICT

and the

INTERNATIONAL UNION OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES and COUNCIL 25 and its affiliated

Local 2598, Chapter One

2021-2024

COLLECTIVE BARGAINING
AGREEMENT



OPERATORS AND MECHANICS

MACOMB INTERMEDIATE SCHOOL DISTRICT

Board of Education

| | | |
|--------------------|-------|-----------------------|
| Theresa J. Genest | | <i>President</i> |
| Donald R. Hubler | | <i>Vice President</i> |
| Edward V. Farley | | <i>Treasurer</i> |
| Brian White | | <i>Secretary</i> |
| Michael Schulte | | <i>Trustee</i> |
| Michael R. DeVault | | <i>Superintendent</i> |

Contents

| | |
|---|----|
| AGREEMENT..... | 1 |
| PURPOSE AND INTENT | 1 |
| DEFINITIONS..... | 2 |
| ARTICLE I | 3 |
| EMPLOYEE RIGHTS | 3 |
| Section 1: Right to Organize..... | 3 |
| Section 2: Unfair Labor Practices..... | 3 |
| Section 3: Use of Buildings | 3 |
| Section 4: Bulletin Boards | 3 |
| Section 5: Furnishing Information..... | 4 |
| Section 6: Listing of Salaries of Employees | 4 |
| Section 7: Copies of Agreement | 4 |
| ARTICLE II..... | 5 |
| MANAGEMENT RIGHTS | 5 |
| ARTICLE III..... | 6 |
| STEWARDS AND ALTERNATE STEWARDS | 6 |
| Section 1: Representation | 6 |
| Section 2: Special Conference..... | 6 |
| Section 3: Union Business Days..... | 6 |
| ARTICLE IV..... | 7 |
| SALARY CONSIDERATIONS* | 7 |
| Section 1: Starting Salaries | 7 |
| Section 2: Salary Increments | 7 |
| Section 3: Increment Schedule | 7 |
| Section 4: Rates for New Jobs | 7 |
| Section 5: Pay for Higher Classification | 7 |
| Section 6: Part Time Employees..... | 7 |
| Section 7: Use of Personal Vehicle | 8 |
| Section 8: Payment for Licenses and Special Skills | 8 |
| Section 9: Payroll Procedures | 9 |
| Section 10: Longevity Compensation Policy | 9 |
| Section 11: Final Paycheck..... | 11 |
| Section 12: Paychecks - Midnight Shift | 11 |
| ARTICLE V..... | 12 |
| GRIEVANCE PROCEDURE..... | 12 |

| | | |
|---|---|----|
| Section 1: | Definition of Grievance..... | 12 |
| Section 2: | Time Limits..... | 12 |
| Section 3: | First Step - Oral & Written..... | 12 |
| Section 4: | Second Step - Superintendent/Employee Relations | 13 |
| Section 5: | Third Step - Board of Education | 13 |
| Section 6: | Fourth Step - Arbitration | 13 |
| Section 7: | Discharge, Demotion, and Suspension | 14 |
| ARTICLE VI..... | | 15 |
| PROBATION, SENIORITY, RESIGNATION AND RETIREMENT | | 15 |
| Section 1: | Probationary Period..... | 15 |
| Section 2: | Pre-Employment Physical | 15 |
| Section 3: | Accumulation of Seniority | 15 |
| Section 4: | Loss of Seniority..... | 16 |
| Section 5: | Resignation | 16 |
| Section 6: | Retirement..... | 16 |
| ARTICLE VII..... | | 17 |
| EMPLOYMENT CONDITIONS | | 17 |
| Section 1: | Standard Work Week | 17 |
| Section 2: | Shifts | 17 |
| Section 3: | Overtime Work..... | 18 |
| Section 4: | Building Checks..... | 19 |
| Section 5: | Emergency Call-In Time | 19 |
| Section 6: | Absentee Call-In Time..... | 19 |
| Section 7: | Snow Days | 19 |
| Section 8: | Lunch Period..... | 20 |
| Section 9: | Relief Time | 20 |
| Section 10: | Holidays | 20 |
| Section 11: | Calendar | 21 |
| Section 12: | Evaluation | 21 |
| Section 13: | Personnel File | 21 |
| Section 14: | Automobile Allowance..... | 22 |
| Section 15: | Tool Allowance | 22 |
| Section 16: | Uniforms | 22 |
| Section 17: | Supervisor - Restriction..... | 22 |
| Section 18: | First Aid Kit..... | 22 |
| ARTICLE VIII..... | | 23 |
| PROMOTIONS, VACANCIES, LAYOFF, RECALL AND TRANSFERS | | 23 |
| Section 1: | Promotions | 23 |
| Section 2: | Vacancies | 24 |
| Section 3: | Lateral Transfers..... | 24 |
| Section 4: | Layoff..... | 25 |
| Section 5: | Recall | 26 |
| Section 6: | Transfers | 26 |

| | |
|--|----|
| ARTICLE IX | 27 |
| INSURANCE | 27 |
| Section 1: Hospital/Medical Insurance..... | 27 |
| Section 2: Prohibition of Medical Coverage | 28 |
| Section 3: Life Insurance | 29 |
| Section 4: Dental Insurance | 30 |
| Annual maximum benefit is \$1,250 (increased by \$250) per eligible individual. | 30 |
| Section 5: Optical Insurance | 31 |
| Section 6: Discontinuance of Premiums..... | 35 |
| Section 7: Administration of Insurance..... | 35 |
| | |
| ARTICLE X..... | 36 |
| LEAVE PROVISIONS | 36 |
| Section 1: Annual Leave..... | 36 |
| Section 2: Maternity Leave..... | 37 |
| Section 3: Parental Leave..... | 37 |
| Section 4: Jury Duty..... | 37 |
| Section 5: Sick Leave..... | 38 |
| Section 6: Insurance/Leave | 40 |
| Section 7: Illness in Family..... | 40 |
| Section 8: Bereavement Leave | 40 |
| Section 9: Personal Leave..... | 41 |
| Section 10: Extended Health Leave..... | 41 |
| Section 11: Workers Compensation | 41 |
| Section 12: Return From Leaves | 42 |
| Section 13: Physical Examination Upon Return From Leave | 42 |
| Section 14: Family Medical Leave Act (FMLA)..... | 42 |
| Section 15: Continuing Education..... | 42 |
| Section 16: Conferences - Workshops..... | 42 |
| | |
| DURATION OF AGREEMENT | 43 |
| | |
| SALARY SCHEDULE 2021-2022..... | 44 |
| | |
| SALARY SCHEDULE 2022-2023..... | 45 |
| | |
| CONTRACT DURATION AND COMPENSATION | 46 |
| | |
| LETTER OF UNDERSTANDING Flexible Spending Account..... | 47 |
| | |
| Letter of Understanding Annual Leave..... | 48 |

AGREEMENT

This Agreement entered into on the 23RD day of June, 2021 for the period beginning July 1, 2021, and ending June 30, 2024, between the Macomb Intermediate School District, hereinafter referred to as the Employer and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and its affiliate Local Union Number 2598, Chapter One on behalf of Custodial and Maintenance Employees as noted herein, hereinafter referred to as Union and employees.

The provision of this Agreement shall apply to all employees regardless of race, color, national origin, creed, sex, age, marital status or dependents of the employee.

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees and the Union. Neither the Employer nor the Union shall be bound by past practice but shall be bound only by the contractual terms.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

The parties hereto also recognize that it is essential for the health, safety and public welfare that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan. Any Employee guilty of engaging in a slowdown, work stoppage, or strike shall be subject to disciplinary action up to and including discharge.

BARGAINING UNIT

The bargaining unit employees included in this contract shall consist of all employees listed in the Salary Increment Schedule, including part timers, but EXCLUDING supervisor, temporary and substitute employees and all other employees.

DEFINITIONS

POSITION is a discrete budgeted and allocated job.

CLASSIFICATION consists of one or more similar positions. The classifications are listed in the Salary Increment Schedule.

So long as it is within a classification, management has the right to assign. Nothing prevents an employee from asking or trying to persuade his supervisor to change his assignment.

FULL TIME EMPLOYEE

An employee who is scheduled to work on regular full time basis, forty (40) hours per week.

SUBSTITUTE

A person who takes the place of a regular full time employee on a non-permanent, day-to-day basis until the regularly assigned employee returns or is replaced.

TEMPORARY

An employee who provides service when help is required and said job assignment or position is not of a regular nature and does not exceed one hundred (100) work days per year.

PART TIME EMPLOYEE

An employee who is on a regular scheduled basis for a period of less than forty (40) hours per week.

ARTICLE I
EMPLOYEE RIGHTS

(Including excerpts Act 379 of P.A. 1965, as amended.)

Section 1: Right to Organize

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

Section 2: Unfair Labor Practices

It shall be unlawful for a public Employer or an officer or agency of public Employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 1.
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization provided that a public Employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay.
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- D. To discriminate against a public employee because he has given testimony or instituted proceedings under this Act.
- E. To refuse to bargain collectively with the representatives of its public employees subject to the provision of Section 2.

Section 3: Use of Buildings

The Union and its representatives may have the right to use the MISD buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they are normally closed. The Union shall assume the liability for and hold the administration harmless for any damages resulting to persons or property from such meetings.

Section 4: Bulletin Boards

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials, on the bulletin board provided by the Employer. Said notices also may be circulated through office mail service.

Section 5: Furnishing Information

The Board agrees to make available to the Union, in response to reasonable requests, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled by the Board. Compilation of data other than that provided shall be prepared by the Union.

Section 6: Listing of Salaries of Employees

The Employer agrees to furnish to the Union President, upon request, a listing of all employees' classification and salaries within the bargaining unit on a semi-annual basis. Updating this list will be the responsibility of the Union.

Section 7: Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

ARTICLE II

MANAGEMENT RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
- C. The Union recognizes the Employer's right to manage its affairs and direct its work force.
- D. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof 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 Constitution and laws of the State of Michigan and the United States.

ARTICLE III

STEWARDS AND ALTERNATE STEWARDS

Section 1: Representation

- A. Employees shall be represented by one (1) steward and an alternate steward in each building who shall be regular employees working in that group. In the absence of the steward an alternate steward shall serve. The names of such steward and alternate steward shall be certified in writing to the Board of Education.
- B. The union steward may be permitted to investigate and/or adjust grievance provided all such work be at the beginning or the end of the regular work day and that said steward request and receive permission of the Employer's designate and that such investigation and adjustment shall require not in excess of thirty (30) minutes on any work day.

Section 2: Special Conference

- A. Special conferences mutually agreed upon for important matters may be arranged between the union steward and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union, but no more than three (3). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.
- B. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay in time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

Section 3: Union Business Days

The chairperson shall be released for union business two (2) days per month.

- A. The Union shall reimburse the MISD for the chairperson's salary on his/her days off.
- B. The day off shall be scheduled at least one day in advance.

ARTICLE IV

SALARY CONSIDERATIONS*

Section 1: Starting Salaries

A new employee is to be started at the minimum salary of the classification. However if he/she has had previous experience in work similar to the type of work to be performed for the Employer he/she may be given one increment on the salary schedule.

Section 2: Salary Increments

After employment each employee will be entitled to one (1) normal increment after each twenty-six (26) weeks of continuous employment, excluding time spent on long term disability, until the maximum salary for his/her classification is reached provided his/her work has been rated average or above by his/her immediate supervisor. An employee, who by virtue of a less than average rating loses an increment, shall be re-evaluated six (6) months later and shall, if the rating is average or above, receive a double increment on his/her next increment date with no retroactivity. Increments falling during periods of short term disability shall not take effect until return from leave. All increments are to be approved by the Superintendent before becoming effective providing any disapproval of an increment by the Superintendent shall set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Board of Education.

Section 3: Increment Schedule

\$420.00

Section 4: Rates for New Jobs

When a new job is created in the unit and cannot be properly placed in existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate is proper the Union and the Employer shall meet to negotiate a rate. The new rate negotiated by the Union and Employer shall be effective as of the date of employment in the new job.

*Shift Premium and Overtime Premium will be found in Article IX, Employment Conditions.

Section 5: Pay for Higher Classification

An employee assigned on a temporary basis to a higher classification in the unit to replace an absent employee shall receive the rate of the higher classification for any full day beginning the first day. At no other time will out-of-classification pay be made.

Section 6: Part Time Employees

Employees who are scheduled to work less than the standard work week shall receive a prorated annual salary.

- A. Those scheduled for three fifths (3/5) or more of a standard work week will have the full contribution for benefits made in their behalf and will be considered full time employees.
- B. An employee considered full time under "A" above does not automatically become entitled to the full standard work week.

ARTICLE IV

Section 7: Use of Personal Vehicle

Any employee designated by the Employer to use his/her personal vehicle to haul maintenance materials shall be paid \$25 per month for each month when designated, when the vehicle is insured with MISD as secondary insured at the employee's expense.

Section 8: Payment for Licenses and Special Skills

The following skills are recognized by both parties to the contract. Where the skills are needed and whether they are to be used is at the discretion of the Employer. If the Employer utilizes those skills on the job for any part of a calendar quarter, the employee will be paid one-fourth (1/4) of the yearly amount for that calendar quarter pursuant to the following considerations.

| | <u>Yearly</u> |
|---|---------------|
| Low Pressure Boiler Operator | \$275 |
| High Pressure Boiler Operator | \$520 |
| 2 nd /3 rd Class Stationary Engineer | 275 |
| 1st Class Stationary Engineer | 520 |
| 2 nd /3 rd Class Refrigeration Operator | 275 |
| 1st Class Refrigeration Operator | 520 |
| Refrigeration Mechanic Journeyman | 520 |
| Electrician Licensed/Unlicensed | 520/275 |
| Plumber Licensed/Unlicensed | 520/275 |
| Back Flow Preventor Tester | 275 |
| Carpenter | 520 |
| Mason | 520 |
| HVAC Control | 520 |
| Asbestos | 520 |
| Builders License | 275 |
| Fire Science | 275 |
| NIASE Certification | 520 |
| Certified Pesticide Specialist | 275 |
| Refrigerant Recycling & Service Procedures | 275 |
| Certified Pool Operator | 275 |
| State of Michigan Mechanic Certification (Heavy Duty Truck) | 275 |

A district wide Building Operator may earn an additional \$3,180 annually.

A Building Operator may earn an additional \$2,355 annually.

A Shift Operator may earn an additional \$1,040 annually.

A Mechanic may earn an additional \$1,070 annually.

Section 9: Payroll Procedures

All authorizations for payroll deductions will be made on appropriate available forms.

- A. U.S. Bonds
- B. United Foundation
- C. Credit Union
- D. Tax Sheltered Annuities (any of the carriers approved by Personnel Office)
- E. Any other mutually agreed upon items

Section 10: Longevity Compensation Policy

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in this bargaining unit shall be included in said policy.

- A. Basis of longevity compensation is as follows:
 - 1. Eligibility of an employee shall initially commence when such employee shall have complete five (5) full years continuous employment on or before April 30th of any year or, in the alternative, on or before October 31st of any year.
 - 2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.
 - 3. Continuous employment for the purposes of this policy shall not be considered as interrupted when absences arise as paid vacations, sick leave, or leave of absence authorized by the Employer, provided such leave of absence periods shall not be considered in the computations of years of service for longevity compensation.

ARTICLE IV

- 4. Employee longevity shall be paid as per the following schedule provided such employee qualifies as to length of service as per item 1.
- 5. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1.

| <u>Step</u> | <u>Continuous Years of Service on or before April 30 – October 31 each year</u> | <u>Amount</u> |
|--------------------|--|----------------------|
| 1 | 5 to 9 | 700 |
| 2 | 10 to 14 | 900 |
| 3 | 15 to 19 | 1100 |
| 4 | 20 to 24 | 1300 |
| 5 | 25 and over | 1500 |

- 6. After having met the initial time requirements to be eligible for longevity pay, either full or half longevity payments will be paid in accordance with the following:
 - a. To receive a full longevity payment, an employee must have been physically on the job a minimum of ninety (90) days during the eligible longevity period (November 1 through October 31).
 - b. To receive one-half longevity payment, an employee must have been physically on the job a minimum of forty-five (45) days during the eligible longevity period (November 1 - October 31).
- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Law and the regulations and ordinances of the County of Macomb.
- C. Payments to employees eligible on April 30th of any year shall be due on June 10th following. The annual period covered in computation of longevity shall be from May 1st of each year through and including April 30th of the following year.
- D. Payments to employees eligible on October 31st of any year shall be due December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.
- E. Employees who separate employment from Macomb Intermediate School District and are eligible for a longevity payment shall receive that final longevity payment prorated by month from the previous longevity payment. This final payment shall be included in the employee's final paycheck.

Section 11: Final Paycheck

An employee's final paycheck shall be withheld until such time as building keys are turned into the Employer.

Section 12: Paychecks - Midnight Shift

Midnight shift operators will receive their paychecks prior to their quitting time on Friday morning.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: Definition of Grievance

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

Section 2: Time Limits

Grievance shall be deemed invalid if not presented at the First Step within five (5) working days of the occurrence and if not appealed within the time limits set forth at each step.

Section 3: First Step - Oral & Written

- A. The union representative and/or employee shall consult with the building principal or immediate supervisor to determine the proper party with whom a potential grievance should be discussed. The building principal or immediate supervisor shall so inform the union representative and/or employee. This contact shall validate the grievance if made within five (5) working days of the occurrence.
- B. A "grievance meeting" shall then be requested by a union representative and/or employee with the supervisor, director, or assistant superintendent most immediately responsible for the action being grieved and having the authority to adjust that action (as indicated by the building principal or immediate supervisor). The request shall stipulate that the discussion is to be a "grievance meeting". The request shall also stipulate what provisions of the contract or law have been violated. If the matter is resolved no record shall be required. If the Union is not present the administration shall notify them of the outcome. Any resolution at this level shall be without prejudice and create no precedent.
- C. If the grievance is denied or if no resolution is reached a union representative shall reduce the issue to writing, citing the contractual provisions and/or law violated and deliver it to the person with whom the discussion was held within five (5) days. The member of the administration with whom the meeting was held shall set forth his answer in writing and return it to the Union within five (5) days.
- D. If the First Step, Oral and Written, are with the Director of Employee Relations, an appeal may be made directly to the Third Step.

Section 4: Second Step - Superintendent/Employee Relations

The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer along with the reasons for the appeal with the Director of Employee Relations within five (5) days of receipt of the written answer in the First Step. The Superintendent and/or his designee and/or the Director of Employee Relations shall consider the issue and return an answer in writing within five (5) days of receipt.

Section 5: Third Step - Board of Education

- A. The grievance may be appealed to the Third Step by filing a copy of all materials exchanged at the lower steps along with reasons for the appeal with the Director of Employee Relations within five (5) days of receipt of the written answer at the Second Step.
- B. If the First Step, Oral and Written, were with the Director of Employee Relations, the appeal directly to the Third Step, Board of Education, shall be made within five (5) days of receipt of the written answer at the First Step.
- C. At a regular meeting, or a special meeting conducted by a sub-committee of the Board, within thirty-five (35) calendar days after receipt of the appeal, the Board of Education shall hear the grievance. The Union shall be given notice of the hearing date and upon request may introduce testimony and argument in support of the grievance at the hearing.
- D. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its designee within five (5) days to the Union.

Section 6: Fourth Step - Arbitration

- A. Within thirty (30) days after receipt of the decision of the Board of Education the Union shall notify the Board of their intent to arbitrate. The parties shall attempt to select an arbitrator. If one is not selected within thirty (30) days from the notice of intent to arbitrate, the Union shall proceed under the auspices and rules of the American Arbitration Association.
- B. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this agreement and pertaining to the interpretation thereof. He shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.

ARTICLE V

- C. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- D. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.

Section 7: Discharge, Demotion, and Suspension

Discharge, demotion or suspension of any employee may be entered as a grievance beginning at the first level of the grievance procedure.

ARTICLE VI

PROBATION, SENIORITY, RESIGNATION AND RETIREMENT

Section 1: Probationary Period

- A. New employees or employees transferring into the bargaining unit from other MISD bargaining units for the first time shall be on probation for the first ninety (90) working days of their employment, said ninety (90) working days to be accumulated within a six (6) month period. During this time new employees must serve on the job to determine their ability to perform duties assigned to them. When an employee finishes his probationary period he shall be entered on the seniority list and his seniority shall be computed as of ninety (90) working days prior to the day he completed his probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment but not for the purpose of protesting disciplinary action or termination of employment except for Union activities.
- C. In the event of a seniority tie the employee whose last four social security numbers are the greater shall have the greater seniority.
- D. The Employer shall notify the Union President in writing of the name and location of new employees.
- E. The Employer agrees to furnish to the Union President upon request a listing of all employees' seniority classifications and salaries within the bargaining unit on a semi-annual basis. Updating this list will be the responsibility of the Union.

Section 2: Pre-Employment Physical

Each new employee at the discretion of the Board shall, prior to entering upon his/her employment, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.

Section 3: Accumulation of Seniority

- A. An employee using his/her third (3rd) unscheduled dock day and thereafter may be required by the Employer to furnish written proof of illness or other documentation to justify the absence.
- B. An employee on authorized leave of absence shall continue to accrue seniority until the leave period equals his/her accrued active duty period at which time his/her seniority shall be frozen.

Section 4: Loss of Seniority

An employee shall lose seniority for the following reasons only:

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying his/her Employer. After such absence the Employer will send written notification to the Union and the employee at his/her last known address notifying the employee that his/her employment has been terminated except in extenuating circumstances acceptable to the Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same as item "C" above.
- E. Retirement under Michigan Public School Employees Retirement Fund.

Section 5: Resignation

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded. The employee shall give ten (10) working days notice. Failure to do so shall result in forfeiture of any earned vacation time and banked sick leave.

Section 6: Retirement

The Employer shall continue the benefits as provided by the presently constituted Michigan Public School Employees Retirement Fund provided by the Statutes of the State of Michigan provided the Employer shall pay the employee's retirement contributions (5% of gross earnings) as Per Act 244, P.A. 1974, commencing January 1, 1975. An employee shall be retired by the Board upon employment beyond the established age of 70 to complete the school year and on an annual basis thereafter.

ARTICLE VII

EMPLOYMENT CONDITIONS

Section 1: Standard Work Week

- A. The regular full working day shall consist of eight (8) consecutive hours per day, Monday through Friday. A lunch period of thirty (30) minutes without pay will be established.
- B. An exception to the Monday through Friday work week shall be made for such operators as may be regularly assigned to perform district wide building checks on Saturdays and Sundays pursuant to Section 4 of this Article or working shift work on a regular Tuesday – Saturday assignment.

Section 2: Shifts

- A. An employee whose shift starts on or after 7:00 P.M. but before 5:00 A.M. shall be deemed to be working the #1 midnight shift and shall be compensated at 103% of his/her normal hourly rate.
- B. An employee whose shift starts on or after 5:00 A.M. but before 12:00 noon shall be deemed to be working the #2 day shift.
- C. An employee whose shift starts on or after 12:00 noon but before 7:00 P.M. shall be deemed to be working the #3 afternoon shift and shall be compensated at 102% of his/her normal hourly rate.
- D. Employees shall be eligible for premium pay when regularly assigned to an afternoon or midnight shift.
- E. Shifts shall be defined as follows:

Operator Shifts

| | |
|-----------------|----------------------------|
| Day Shift | 7:30 A.M. - 4:00 P.M. |
| Afternoon Shift | 3:30 P.M. - 12:00 Midnight |
| Midnight Shift | 11:30 P.M. - 8:00 A.M. |

Mechanic and Mechanic Helpers' Shifts

| | |
|-----------------|------------------------|
| Day Shift | 6:00 A.M. - 2:30 P.M. |
| Afternoon Shift | 2:00 P.M. - 10:30 P.M. |
| Midnight Shift | 10:00 P.M. - 6:30 A.M. |

- F. In emergency situations as determined by the Employer, starting and quitting times may be altered by the Employer. The Union shall be informed.

ARTICLE VII

- G. In the event of unforeseen circumstances or for the benefit of operations the Employer may alter starting and quitting times of operators up to one hour either way from the above schedule after discussion with the Union. Mechanics and Mechanic Helpers may be altered more than one hour after discussion with the Union. This provision will not be used to alter schedules on a daily basis. Quarterly, upon request of either party, the parties will meet to review arrangements made under these provisions.
- H. During summer months employee vacation periods and at times of limited educational activity shift alterations may be made by the Employer.
- I. The starting and ending time of each individual's shift shall be established on or before the third Monday of September. During summer months, employee vacation periods and at times of limited educational activity, shift alterations may be made by the supervisor.

Section 3: Overtime Work

- A. Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half for work in excess of eight (8) hours in a twenty four (24) hour time period, forty (40) hours per week, and in case of emergency, at time other than the normally scheduled work period. Overtime shall not be pyramided.

Effective July 1, 2013, Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half for work in excess of forty (40) hours per week, and in case of emergency, at time other than the normally scheduled work period. Overtime shall not be pyramided.

- B. When overtime work is necessary it shall be offered on a rotating seniority building basis. Other than during emergencies or when work has to be done as determined by the Employer, overtime work shall be voluntary except that if all employees in the building refuse, the Employer shall offer the work to the top available man on a district wide volunteer rotating seniority list. Offers of work refused shall be counted as though worked. Employee is not eligible for overtime assignment during a pay period in which a dock day has occurred.
- C. The Union recognizes the need for job continuity and that certain work requires specialized skills. In these cases, the preceding paragraph shall not apply. Employees in the bargaining unit who possess specialized skills and are interested in working overtime on these types of projects shall indicate in writing to the Supervisor of Building and Grounds (1) that they are interested in working overtime and, (2) list the skills in which they feel they have expertise. When overtime is available requiring these skills, the Employer shall then distribute overtime equally among those individuals who have complied with the foregoing.
- D. Employees whose regular days off are Saturday and Sunday who work on either of these days shall be paid at time and one-half (1-1/2) for hours worked.
- E. If an employee is scheduled by the Employer to work on a Saturday, Sunday or holiday, which is not a part of his regularly scheduled shift, he shall receive a minimum of two (2) hours compensation at the rate of time and one-half (1-1/2).

ARTICLE VII

- F. In-services, workshops or training sessions which are mandatory, for which an employee volunteers, are compensable at straight time.

Building checks are expressly excluded from this section and are provided for in Section 4, "Building Checks".

Section 4: Building Checks

- A. Building checks performed by Monday through Friday employees on Saturdays, Sundays or holidays shall be paid at the rate of time and one-half (1-1/2) provided such checks shall be limited to one (1) hour and are to be performed by employees designated by management; provided further, that in the event repairs are required to be effected of a condition found during such building check, the time actually expended thereon shall be paid at the rate of time and one-half (1-1/2) upon documentation.
- B. Building checks performed by an employee whose regularly scheduled work week includes Saturday and Sunday shall be compensated at straight time pay except when such building checks are performed on holidays.

Section 5: Emergency Call-In Time

If an employee is called in by the Employer upon an emergency basis such employee shall receive a minimum of three (3) hours compensation at the rate of time and one-half (1-1/2) except for alarm checks in which case such employee shall receive a minimum of two (2) hours compensation at the rate of time and one-half (1-1/2).

Section 6: Absentee Call-In Time

Each location shall issue a prioritized list of names with telephone numbers whom employees shall contact in case of absence.

Section 7: Snow Days

- A. Operators, Mechanics and Mechanic Helpers will be expected to report on snow days unless notified to the contrary by the Employer.
- B. Starting times will not be strictly enforced on snow days. Employees will be expected to report at the earliest time they can safely do so.

ARTICLE VII

- C. The length of the work day for operators during extreme weather conditions will not be rigidly held to the eight (8) hours. When the necessary work is completed to the satisfaction of the employee's immediate supervisor, that supervisor will have the authority to permit early departure. It will be the supervisor's responsibility to establish the proper ways and means of implementing this rule.

In connection with this it should be anticipated and acknowledged that conditions will vary from one location to another and consequently so will the hours worked by individual employees.

- D. Employees who do not report on snow days will not be paid.
- E. Sick days and personal business days are not to be used to avoid reporting due to extreme weather conditions. However, the normal policies for sick days and personal business days usage are not altered one way or the other by weather conditions.
- F. Employees who report on snow days will receive a full day's pay regardless of when they are dismissed.

Section 8: Lunch Period

An employee shall be entitled to a duty free lunch period of one-half (1/2) hour. The time of an employee's lunch period shall be established by the Employer's designate to guarantee continued service to our public.

Section 9: Relief Time

An employee shall be provided one fifteen (15) minute relief period prior to lunch and one after lunch. The time of an employee's relief period shall be established by the Employer's designate. A schedule of such lunch and relief time shall be posted on the bulletin board in the staff lounge.

Section 10: Holidays

- A. The Board will grant all employees the following holidays:

| | |
|-------------------------|---|
| Memorial Day | First Working Day after Christmas |
| 4th of July | 2 additional days between Christmas and New Years |
| Labor Day | New Years |
| Day before Thanksgiving | Day before New Years |
| Thanksgiving | New Years Day |
| Day after Thanksgiving | Friday before Easter |
| Christmas Eve | |
| Christmas Day | |

ARTICLE VII

- B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.
- C. Deviations may be made by mutual consent of the Employer and employee.
- D. Work performed on a holiday shall be paid at time and one-half (1-1/2) which shall be over and above compensation an employee normally receives for such holiday.
- E.
 - 1. To be eligible for holiday pay an employee must have worked the last scheduled work day preceding and the first scheduled work day following such holiday. If a supervisor approves annual leave, etc. for an employee, that time shall not be considered to be scheduled. The last scheduled work day shall be the day preceding (or following) the approved time off.
 - 2. The intent here is not to penalize employees arbitrarily. An employee who can cover an absence with a doctor's letter, or who convinces a supervisor of the validity and the necessity for absence is not to be docked for the holiday.
 - 3. It is understood that in some instances the holiday in question can comprise two or more days.

Section 11: Calendar

The Employer reserves the right to reduce three (3) work/paid days per year beginning with the 2012-2013 school year.

Note: Management and Union will meet prior to the beginning of the school year to determine reduction of days.

Section 12: Evaluation

- A. The evaluation and development of an employee shall be a continuing process. Evaluation reports shall be completed at three (3) months and six (6) months during the first year of employment. Thereafter evaluations shall be completed during even numbered calendar years.
- B. The Employer's designate shall execute an evaluation form and shall conduct an interview with the employee to discuss the evaluation and compare it with prior evaluations. The employee may submit a written response to the evaluation with a copy to be submitted to the Employer's designate. A copy of the evaluation and the employee's response shall be placed in the employee's personnel file. The employee shall receive a copy. Records of the reprimands and disciplinary actions shall be accorded the same treatment.

Section 13: Personnel File

- A. An employee shall be permitted to inspect and copy any material in his personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Personnel Department. A member of the Personnel Department shall be present when the employee inspects said file. The employee may be accompanied by a member of the Union if desired.

ARTICLE VII

- B. The employee shall initial all evaluation reports acknowledging he has read it prior to insertion of such material in the personnel file and may submit a response which shall be kept in said file.
- C. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review. All reprimands shall be removed after three (3) years.

Section 14: Automobile Allowance

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees providing that such use shall be previously authorized in writing by the Employer's designate.

Section 15: Tool Allowance

Bus mechanics will receive an annual tool allowance in the amount of \$2,500 payable on the first pay ending in December. This amount is to be applied towards insurance or purchase of new tools at the discretion of the mechanics.

Section 16: Uniforms

Uniform allowance for Building/Shift Operators is \$500 per year; and Mechanic's boots/jacket allowance is \$400 per year with the purchase order to remain open until May 31st of each calendar year to allow for "new style" options.

Note: Carhart outerwear is the preferred brand/subject to discretion of Management.

Section 17: Supervisor - Restriction

There shall be no restriction upon the performance of bargaining unit work by a supervisor so long as such performance does not result in the termination or reduction of the regular daily work period of bargaining unit members.

Section 18: First Aid Kit

A First Aid Kit shall be provided for employee usage in each building.

ARTICLE VIII

PROMOTIONS, VACANCIES, LAYOFF, RECALL AND TRANSFERS

Section 1: Promotions

- A. The promotion of an employee from Shift Operator to Building Operator will be accompanied by an immediate increment. Moreover, such employee will be given credit for all increments received during the time he/she was a Shift Operator and will receive the same number of increments as a Building Operator.

EXAMPLE

A Shift Operator who has two (2) year's seniority and is at the two (2) year increment level would be placed at the two (2) year increment level of a Building Operator, and given an additional increment which would place him/her at the thirty (30) month increment level.

- B. Promotions to a higher classification will be based on qualifications and classification seniority in the next lower or succeeding lower classification. It shall be the policy of the Employer to post all job openings with the name of the school and requirements for the job on the bulletin board. The employees must sign for promotions with the Employer's designate thereby signifying their interest in the promotion. Qualifications being equal, the greater seniority employee will receive the promotion.
- C. If a qualified seniority employee bids on the job he/she shall be given preference over a non-bargaining unit employee. However, for promotions to Building Operator positions, if a Shift Operator has not pre-qualified by completing an inservice course designated by the Employer, this paragraph shall not apply.
- D. An employee with permanent status promoted to a higher classification shall have a period of up to ninety (90) working days trial in the new position to prove he/she has the qualifications, performance and ability to handle the requirements of the position. If during this period after thirty (30) calendar days he/she is not capable of fulfilling the requirements he/she may be demoted to his/her previous classification without prejudice as though he/she had continuously served in such previous classification. He/she shall be restored to his/her former position. In the event an employee is demoted (or voluntarily reverts) during this period, the Employer shall not be required to repost the position, but may utilize the original list of applicants.
- E. The employee shall have the right during the trial period to revert to his/her former classification if he/she desires. An employee who had reverted to his/her previous classification shall receive the rate of pay of the lower classification and shall not be eligible to bid on another promotion for one (1) calendar year except for a newly created position that is a promotional opportunity or by mutual agreement of the parties.

Section 2: Vacancies

- A. When any vacancy in a new job position shall occur the Board shall post written notice of such vacancy in the employee's lounge. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) days.
- B. Except for unusual circumstances or an employee on sick leave, posted positions will be filled within thirty (30) working days after the end of the posting period. As a consideration to those employees who apply for any posted position a written notice shall be given to all who apply for said posted position as to the disposition of that vacancy.
- C. Any employee may apply for such new position. In filling the vacancy the Board agrees to give weight to the background, attainments and skills of all applicants, the length of time each has been in the employ of the MISD and other relevant factors.
- D. The applicant must sign for the new position with the Employer's designate, thereby signifying his/her interest in the vacated position. Qualifications, performance and ability being equal, the seniority of the employee will then receive first consideration.

Footnote: On several occasions the Employer has moved entire populations of teachers, aides, students, shift operators, and building operators from one building site to another or to a newly acquired building site.

Examples are: Robinwood to Maple Lane, Alwood to Robinwood to Price Drive to Neil Reid, Sherwood to Rockwell, Kern to Lutz, etc. In such situations it has never been considered that any vacancy exists or that any postings are in order. However, where a newly acquired building site does not fall into that category, jobs will be posted per Section 2

Section 3: Lateral Transfers

- A. If a transfer is desired from one shift to another, and/or from one building to another, within the classification of Shift Operator, or within the classifications of Building Operator A or B or C, the employee shall make a written transfer request indicating up to four positions in order of preference on a form to be provided. A transfer request may be initiated at any time. It shall be filed with the Personnel Office where a master list will be maintained.
- B. A transfer request shall remain active until April 30th. Beginning May 1st, new applications will be received for the coming fiscal year's transfer list.
- C. In the event of multiple transfer requests from one employee, only the request with the latest date shall be considered.
- D. When two or more employees apply for the same transfer, seniority shall prevail unless qualifications can reasonably be defended as determinative.

ARTICLE VIII

- E. An employee shall be ineligible to transfer during:
 - 1. The probationary period.
 - 2. The period between acceptance of a transfer and placement on the job.
 - 3. The one calendar year period following second placement on a job.
 - 4. One calendar year following the second refusal of a transfer offer.
- F. When the Personnel Office has received (and date stamped) notification that a vacancy exists through a requisition for personnel, subsequent incoming transfer requests will not be considered for that position or secondary openings caused by filling the primary position.
- G. An employee shall have three (3) working days to accept or reject a transfer offer in writing to be delivered to the Personnel Office. Failure shall be regarded as refusal of the offer. Written acceptance shall be binding.
- H. Placement shall be effected on the Monday following completion of the procedure.
- I. It is the employee's responsibility to check with Personnel to see that his/her transfer request has been received.
- J. An employee may not bid on a residual job posting (the vacancy left when the transfer sequence has been completed).

Section 4: Layoff

- A. Layoff means a reduction of the working force due to a decrease of work or the return of an employee from an authorized leave of absence. If it becomes necessary for a layoff the following procedure will be mandatory. Basic Function Operator shall be laid off first. Probationary employees shall be laid off next. Seniority employees will be laid off within classification according to seniority as defined in Article VIII, Section 1.
- B. An employee reduced or laid off from a classification shall have the right to displace the least senior employee in the next lower or succeeding lower classification provided he/she has greater seniority. Mechanics may displace the least senior Mechanic Helper. However, neither Building Operators nor Shift Operators shall displace Mechanics or Mechanic Helpers, or vice versa.

Section 5: Recall

- A. When the work force in a classification is increased after a reduction, employees will be recalled in the reverse order from which they were bumped down or laid off without loss of seniority.
- B. Notice of the recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from date of receipt of notice of recall, his/her employment shall be considered terminated. Extension may be granted by the Employer in proper cases.
- C. Recall rights shall extend for two (2) years only or for a length of time equal to the bargaining unit's seniority, whichever is greater.

Section 6: Transfers

- A. If an employee is transferred to a classification under the Employer not included in the unit and is thereafter transferred again to a classification within the unit he/she shall not have accumulated seniority while working in the classification to which he/she was transferred.
- B. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- C. Employees transferred into the bargaining unit from another MISD bargaining unit for the first time, shall serve a ninety (90) day probationary period.

ARTICLE IX

INSURANCE

Section 1: Hospital/Medical Insurance

A. The Employer agrees to furnish to all employees the following insurance protection:

NOTE: If calculation for health care expenditure does not conform to the requirements of the Michigan Department of Treasury or other department of the state with legal authority, then Administration will meet with Union Leadership to consult regarding implementation of cost containment in compliance with law.

Medical Benefit Summary and Election Plan Year 2022

| | BCBSM CB PPO (Primary) | | BCBSM CB PPO (Optional) | | BCBSM SB PPO (HDHP Plan) | | BCBSM CB PPO (Pilot) | | BCBSM SB PPO (Bronze) | |
|----------------------------|--|----------------|-----------------------------------|----------------|---------------------------------------|----------------|-----------------------------------|----------------|---------------------------------------|---|
| | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Medical | Summary Only. See www.misd.net/Business/Benefits under open enrollment for detailed plan information | | | | | | | | | |
| Deductible | (excludes Rx) | (excludes Rx) | (excludes Rx) | (excludes Rx) | (includes Rx) | (includes Rx) | (excludes Rx) | (excludes Rx) | (includes Rx) | (includes Rx) |
| Single | \$200 | \$600 | \$750 | \$2,250 | \$2,000 | \$4,000 | \$3,000 | \$6,000 | \$4,000 | \$8,000 |
| Family | \$400 | \$1,200 | \$1,500 | \$4,500 | \$4,000 | \$8,000 | \$6,000 | \$12,000 | \$8,000 | \$16,000 |
| Coinsurance Max | (includes coinsurance only) | | (includes coinsurance only) | | (includes ded, coins, and all copays) | | (includes coinsurance only) | | (includes ded, coins, and all copays) | |
| Single | \$500 | \$1,500 | \$1,000 | \$3,000 | \$3,000 | \$6,000 | \$2,500 | \$5,000 | \$6,350 | \$12,700 |
| Family | \$1,000 | \$3,000 | \$2,000 | \$6,000 | \$6,000 | \$12,000 | \$5,000 | \$10,000 | \$12,700 | \$25,400 |
| Out-of-Pocket Limit | (includes ded, coins, and all copays) | | | | | | | | | |
| Single | As set forth by the Patient Protection and Affordable Care Act | | | | | | | | | |
| Family | As set forth by the Patient Protection and Affordable Care Act | | | | | | | | | |
| Coinsurance | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | |
| Inpatient | 90% covered | 60% covered | 80% covered | 50% covered | 80% covered | 60% covered | 80% covered | 50% covered | 50% covered | 50% covered |
| Outpatient | 90% covered | 60% covered | 80% covered | 50% covered | 80% covered | 60% covered | 80% covered | 50% covered | 50% covered | 50% covered |
| Delivery/Nursery | 90% covered | 60% covered | 80% covered | 50% covered | 80% covered | 60% covered | 80% covered | 50% covered | 50% covered | 50% covered |
| DME | 90% covered | 60% covered | 80% covered | 50% covered | 80% covered | 60% covered | 80% covered | 50% covered | 50% covered | 50% covered |
| Inpat MH/SA | 90% covered | 60% covered | 80% covered | 50% covered | 80% covered | 60% covered | 80% covered | 50% covered | 50% covered | 50% covered |
| Allergy Testing | 90% covered | 60% covered | 80% covered | 50% covered | 80% covered | 60% covered | 80% covered | 50% covered | 50% covered | 50% covered |
| Visits | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | |
| Preventive Care | 100% covered | Not covered | 100% covered | Not covered | 100% covered | Not covered | 100% covered | Not covered | 100% covered | Not covered |
| PCP | \$25 copay | 60% covered | \$30 copay | 50% covered | 80% covered | 60% covered | \$40 copay | 50% covered | 50% covered | 50% covered |
| Specialist | \$25 copay | 60% covered | \$30 copay | 50% covered | 80% covered | 60% covered | \$40 copay | 50% covered | 50% covered | 50% covered |
| Pre/Post Natal | 100% covered | 60% covered | 100% covered | 50% covered | 80% covered | 60% covered | 100% covered | 50% covered | 50% covered | 50% covered |
| Allergy Injections | 100% covered | 60% covered | 100% covered | 50% covered | 80% covered | 60% covered | 100% covered | 50% covered | 50% covered | 50% covered |
| PT/OT/ST | \$25 copay | 60% covered | \$30 copay | 50% covered | 80% covered | 60% covered | \$40 copay | 50% covered | 50% covered | 50% covered |
| Output MH/SA | \$25 copay | 60% covered | \$30 copay | 50% covered | 80% covered | 60% covered | \$40 copay | 50% covered | 50% covered | 50% covered |
| Urgent Care | \$25 copay | 60% covered | \$30 copay | 50% covered | 80% covered | 60% covered | \$40 copay | 50% covered | 50% covered | 50% covered |
| Emergency Room | \$150 copay | \$150 copay | \$200 copay | \$200 copay | 80% covered | 80% covered | \$250 copay | \$250 copay | 50% covered | 50% covered |
| Rx - 30 day supply | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | |
| Generic | \$10 copay | Copay + 25% | \$10 copay | Copay + 25% | \$10 copay | Copay + 25% | \$10 copay | Copay + 25% | 100% covered | Not covered |
| Brand Formulary | \$40 copay | Copay + 25% | \$40 copay | Copay + 25% | \$40 copay | Copay + 25% | \$40 copay | Copay + 25% | 50% covered | 50% of approved amount + 20% of BCBSM approved amount |
| Brand Non-Formulary | \$60 copay | Copay + 25% | \$60 copay | Copay + 25% | \$60 copay | Copay + 25% | \$60 copay | Copay + 25% | 50% covered | 50% of approved amount + 20% of BCBSM approved amount |
| Rx - 90 day supply | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | | (applies after deductible is met) | |
| Generic | \$20 copay | Copay + 25% | \$20 copay | Copay + 25% | \$20 copay | Copay + 25% | \$20 copay | Copay + 25% | Not Covered | Not Covered |
| Brand Formulary | \$80 copay | Copay + 25% | \$80 copay | Copay + 25% | \$80 copay | Copay + 25% | \$80 copay | Copay + 25% | Not Covered | Not Covered |
| Brand Non-Formulary | \$120 copay | Copay + 25% | \$120 copay | Copay + 25% | \$120 copay | Copay + 25% | \$120 copay | Copay + 25% | Not Covered | Not Covered |

B. Operators and Mechanics who elect not to select health insurance benefits will receive \$150.00 per month. It is understood that for those members whose spouse is also employed by the MISD, that this option is not available because no savings are realized by the bargaining union member dropping coverage.

C. Employees hired after January 1, 2008 shall also be subject to a thirty (30) days waiting period for medical/health insurance.

Section 2: Prohibition of Medical Coverage

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer then Macomb Intermediate School District shall be relieved of its obligation agreement hereto attached, provided that at such time as employee's spouse shall have such coverage terminated for reason of layoff, discharge, resignation or death, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement then Macomb Intermediate School District shall be relieved of its obligations to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas, Article XI, Insurance, Section 2 of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME 25, Local 2598 Custodial, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage accorded the spouse of the employee of Macomb Intermediate School District and whereas the undersigned is a member of the Collective Bargaining Unit represented by AFSCME, Council 25, Local 2598 Custodial, and executes this agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

- A. That the undersigned employee hereby represents that his/her spouse (does) (does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate School District.
- B. That if paragraph "A" above is answered in the affirmative, the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
- C. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse, for any reason, then upon receipt of such notification Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the collective bargaining agreement.
- D. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this agreement then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employees during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand, therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Section 3: Life Insurance

- A. The Board shall provide, without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary the sum of Forty Thousand Dollars (\$40,000) upon his/her death, provided further that protection shall pay an additional Twenty Thousand (\$20,000) in the event of accidental death. The Board shall name the carrier.
- B. Provisions will be made to allow the employee to purchase, at his/her own expense, additional life insurance in multiples of \$5000 up to \$50,000, subject to the terms of the carrier.
- C. An employee who retires directly into the state retirement plan from the district shall be eligible to participate in life insurance at his/her own expense subject to the conditions of the carrier. Life insurance shall be capped at \$7,000 for ages 55-70 and \$2,000 for ages 70 plus.

The retiree prepays life insurance premiums annually directly to the employer.

Section 4: Dental Insurance

Annual maximum benefit is \$1,250 (increased by \$250) per eligible individual.



PO Box 610
Southfield, MI 48037
248-901-3705

Macomb ISD Dental Benefits Plan
Mechanics / Operators

Group # 10012

The Plan-at-a-Glance PPO Networks: ADN Dental Network, DenteMax

Maximum Benefits Plan year January 1st through December 31st

Annual Maximum \$1,250.00 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum \$1,000.00 per eligible individual for covered class IV services

Class I Preventive Services – 100%

| | |
|--|---|
| Routine Oral Examination | 1 st & 2 nd occurrence |
| Cleaning (Prophylaxis / Periodontal Maintenance) | 1 st & 2 nd occurrence |
| Topical Application of Fluoride | Twice per plan year, to age 19 |
| Bitewing X-Rays | Twice per plan year |
| Full-Mouth Series or Panoramic X-Rays | Once per 36 months |
| All Other X-Rays | |
| Space Maintainers | Once per area per lifetime, up to age 19 |
| Emergency Palliative Treatment | |
| Sealants*** (see below) | Once per 1 st , 2 nd permanent molars, per 36 months, to age 19 |

Class II Restorative Services – 50%

| | |
|--|--|
| Routine Oral Examination | 3 rd & 4 th occurrence |
| Cleaning (Prophylaxis / Periodontal Maintenance) | 3 rd & 4 th occurrence |
| Composite and Amalgam fillings | Once per tooth surface, per 24 months |
| Root Canal Therapy | |
| Periodontal Root Planing | Once per quadrant per 24 months |
| Periodontal Surgery | Once per quadrant per 36 months |
| Oral Surgery and Extractions | |
| General Anesthesia or IV Sedation | With covered Oral Surgery or medically necessary |

Class III Major Services – 50%

| | |
|---|------------------------------|
| Inlays, Onlays, Crowns** | Once per tooth per 60 months |
| Complete and Partial Removable Dentures** | Once per arch per 60 months |
| Fixed Partial Dentures (Bridges)** | Once per area per 60 months |
| Addition of Teeth to Partial Dentures | |
| Denture Reline or Rebase | Once per 24 months, per arch |
| Denture Repair or Adjustment | |

Class IV Orthodontic Services – 50%

| | |
|------------------------------------|---|
| Limited and Interceptive Treatment | Removable and Fixed Appliance Therapy, up to age 19 |
| Comprehensive Treatment | Fixed Appliance Therapy, up to age 19 |

Not Covered

Implants Occlusal Guards TMJ/TMD Treatment Cosmetic Treatment

Deductible –None

Missing Tooth Clause – Yes

12 Month Billing Limitation

Waiting Periods – None

COB – Standard

***Sealants – In Network 100% of PPO fee schedule / Out of Network \$20.00 per tooth

**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

Carrier to be named by Board.

Section 5: Optical Insurance

United Healthcare
www.myuhcvision.com

Please note: Consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations. If there are differences in this page description and the Group Policy, the Group Policy is the governing document.

Please Note: Member must be eligible at date of service to receive benefit.

| In Network Coverage Frequency | | |
|--|-------------------------------|-----------|
| Category | Benefit Eligibility | Frequency |
| Exam | Available 1 every 12 month(s) | |
| Selection Contact Lens Fit | Available 1 every 12 month(s) | |
| Non-Selection Contact Lens Fit | Available 1 every 12 month(s) | |
| Frame | Available 1 every 24 month(s) | |
| Lenses | Available 1 every 12 month(s) | |
| Selection Contact Lenses - Daily Wear ¹ | Available Every 12 month(s) | |
| Selection Contact Lenses - Monthly Wear ¹ | Available Every 12 month(s) | |
| Non-Selection Contact Lenses ¹ | Available Every 12 month(s) | |

¹ Contact Lenses are in Lieu of Eyeglasses

| In Network Coverage | |
|----------------------|---|
| Vision Care Services | Patient Responsibility (includes applicable copay) |
| | |

Professional Services

| | |
|--------------------------------|------------------------|
| Exam | \$0.00 |
| Non-Selection Contact Lens Fit | 100% of Billed Charges |
| Selection Contact Lens Fit | Covered-in-Full |

Frames

Frame Balance over your \$130.00 Benefit Allowance

Your frame allowance is applied toward the retail price of a frame at any network provider. If the frame costs less than the allowance, you have no additional out of pocket expense. If the frame costs more than the allowance, you are only responsible for the difference.

Lenses

| | |
|--|-----------------------|
| Lenses / Blended Bifocals | 80% of Billed Charges |
| Lenses / Free-form SV Lenses | 80% of Billed Charges |
| Lenses / MF Aspheric Lenses | 80% of Billed Charges |
| Lenses / Occupational Double Seg Lenses | 80% of Billed Charges |
| Lenses / Progressive Lenses: Tier 1 (Standard) | \$70.00 |
| Lenses / Progressive Lenses: Tier 2 (Deluxe) | \$110.00 |
| Lenses / Progressive Lenses: Tier 3 (Premium) | \$150.00 |

United Healthcare

www.myuhcvision.com

Please note: Consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations. If there are differences in this page description and the Group Policy, the Group Policy is the governing document.

Please Note: Member must be eligible at date of service to receive benefit.

| In Network Coverage Frequency | | |
|--|---------------------|---------------------|
| Category | Benefit Eligibility | Frequency |
| Exam | Available | 1 every 12 month(s) |
| Selection Contact Lens Fit | Available | 1 every 12 month(s) |
| Non-Selection Contact Lens Fit | Available | 1 every 12 month(s) |
| Frame | Available | 1 every 24 month(s) |
| Lenses | Available | 1 every 12 month(s) |
| Selection Contact Lenses - Daily Wear ¹ | Available | Every 12 month(s) |
| Selection Contact Lenses - Monthly Wear ¹ | Available | Every 12 month(s) |
| Non-Selection Contact Lenses ¹ | Available | Every 12 month(s) |

¹ Contact Lenses are in Lieu of Eyeglasses

| In Network Coverage | |
|--|---|
| Vision Care Services | Patient Responsibility (includes applicable copay) |
| Professional Services | |
| Exam | \$0.00 |
| Non-Selection Contact Lens Fit | 100% of Billed Charges |
| Selection Contact Lens Fit | Covered-in-Full |
| Frames | |
| Frame | Balance over your \$130.00 Benefit Allowance |
| Your frame allowance is applied toward the retail price of a frame at any network provider. If the frame costs less than the allowance, you have no additional out of pocket expense. If the frame costs more than the allowance, you are only responsible for the difference. | |
| Lenses | |
| Lenses / Blended Bifocals | 80% of Billed Charges |
| Lenses / Free-form SV Lenses | 80% of Billed Charges |
| Lenses / MF Aspheric Lenses | 80% of Billed Charges |
| Lenses / Occupational Double Seg Lenses | 80% of Billed Charges |
| Lenses / Progressive Lenses: Tier 1 (Standard) | \$70.00 |
| Lenses / Progressive Lenses: Tier 2 (Deluxe) | \$110.00 |
| Lenses / Progressive Lenses: Tier 3 (Premium) | \$150.00 |

| | |
|---|-----------------------|
| Lenses / Progressive Lenses: Tier 4 (Platinum) | \$250.00 |
| Lenses / Progressive Lenses: Tier 5 (Non-formulary) | 80% of Billed Charges |
| Lenses / Standard Lenses | Covered-in-Full |
| Lenses / SV Aspheric Lenses | 80% of Billed Charges |

Lens Materials

(Pricing shown is in addition to Patient Responsibility from Lens section above)

| | |
|---------------------------------------|-------------------------------|
| High Index 1.67 - 1.73 | \$63.00 |
| High Index less than or equal to 1.66 | \$53.00 |
| High Index, >= 1.74 | 80% of Billed Charges |
| Polycarbonate Lenses | Covered-in-Full for Ages 0-18 |
| Polycarbonate Lenses | \$33.00 for Ages 19+ |

Lens Options

| | |
|---------------------------------------|-----------------------|
| Edge Coating | 80% of Billed Charges |
| Miscellaneous Lens Options | 80% of Billed Charges |
| Non-Formulary Anti-Reflective Coating | 80% of Billed Charges |
| One Year Scratch Warranty | \$10.00 |
| Oversize Lenses | 80% of Billed Charges |
| Photochromic | \$67.00 |
| Platinum Anti-Reflective Coating | \$90.00 |
| Polarized | 80% of Billed Charges |
| Polished Edges / Roll & Polish | \$13.00 |
| Premium Anti-Reflective Coating | \$80.00 |
| Scratch Coating | Covered-in-Full |
| Standard Anti-Reflective Coating | \$40.00 |
| Tint | Covered-in-Full |
| UV Coating | Covered-in-Full |

Additional Lens Options not reflected on this list may be available at a discount, please see your provider for details.

Contact Lenses

| | |
|--|--|
| Medically Necessary Contact Lenses ¹ | Covered-in-Full |
| Non-Selection Contact Lenses ¹ | Balance over your \$200.00 Benefit Allowance |
| Selection Contact Lenses - Daily Wear ¹ | Covered-in-Full for up to 8 Boxes |

| | |
|--|-----------------------------------|
| Selection Contact Lenses - Monthly Wear ¹ | Covered-in-Full for up to 4 Boxes |
|--|-----------------------------------|

Selection Contacts

Contacts (including disposables), the fitting/evaluation fees, and up to two follow-up visits are covered-in-full up to the maximum allowed in a benefit year. Coverage for Covered Contact Lens Selection does not apply to Costco, Walmart or Sam's Club locations. The allowance for Non-selection Contact Lenses will be applied toward the purchase of all contacts at these locations.

Non-Selection Contacts

Your allowance above is the total amount available per benefit year and is applied toward the purchase of contact lenses. The material copay does not apply. If your contacts are greater than the allowance, then you are only responsible for the difference.

¹ Contact Lenses are in Lieu of Eyeglasses

| Out of Network Coverage Frequency | | |
|---|---------------------|---------------------|
| (Out of network frequency follows your In network frequency schedule) | | |
| Category | Benefit Eligibility | Frequency |
| Exam | Available | 1 every 12 month(s) |
| Frame | Available | 1 every 24 month(s) |
| Progressive Lenses | Available | 1 every 12 month(s) |
| Single Vision Lenses | Available | 1 every 12 month(s) |
| Bifocal Lenses | Available | 1 every 12 month(s) |
| Trifocal Lenses | Available | 1 every 12 month(s) |
| Lenticular Lenses | Available | 1 every 12 month(s) |
| OON Contact Lenses ¹ | Available | Every 12 month(s) |

¹ Contact Lenses are in Lieu of Eyeglasses

| Out of Network Coverage | |
|-------------------------|--|
| Vision Care Services | Patient Reimbursement (includes applicable copay) |

Professional Services

Exam + Refraction Up to \$63.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

Frames

Frame Up to \$98.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

Lenses

Bifocal Lenses Up to \$105.00

Lenticular Lenses Up to \$80.00

Progressive Lenses Up to \$105.00

Single Vision Lenses Up to \$75.00

Trifocal Lenses Up to \$130.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

Contact Lenses

Medically Necessary Contact Lens¹ Up to \$210.00

OON Contact Lenses¹ Up to \$130.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

¹ Contact Lenses are in Lieu of Eyeglasses

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

If a patient selects an item not covered by the program or in excess of the programs benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

Note: Effective September 1, 2006.

Section 6: Discontinuance of Premiums

The district will discontinue the payment of premiums on health, optical dental and life insurance, insurance at the time the individual is placed on long term disability and/or after one (1) year from date placed on Worker's Compensation.

Section 7: Administration of Insurance

Eligibility and administration of insurance benefits will be determined by the terms and condition set forth by the insurance carrier.

ARTICLE X

LEAVE PROVISIONS

Section 1: Annual Leave

- A. Every full time employee shall be entitled to annual leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. After five (5) consecutive years of service a full time employee is entitled to .57 of a day for each completed bi-weekly pay period to a limit of fifteen (15) work days annually.
- C. After ten (10) consecutive years of service a full time employee is entitled to a .65 of a day for each completed bi-weekly pay period to a limit of seventeen (17) work days annually.
- D. After thirteen (13) consecutive years of service a full time employee is entitled to a .77 of a day for each completed bi-weekly pay period to a limit of twenty (20) work days annually.
- E. After twenty (20) consecutive years of service a full time employee is entitled to a .80 of a day for each completed bi-weekly pay period to a limit of twenty-one (21) work days annually.
- F. After twenty-one consecutive years of service a full time employee is entitled to a .84 of a day for each completed bi-weekly pay period to a limit of twenty-two (22) days annually.
- G. After twenty-two (22) consecutive years of service a full time employee is entitled to a .88 of a day for each completed bi-weekly pay period to a limit of twenty-three (23) work days annually.
- H. After twenty-three (23) consecutive years of service a full time employee is entitled to .92 of a day for each completed bi-weekly pay period to a limit of twenty-four (24) work days annually.
- I. After completion of twenty-four (24) consecutive years of service and beginning with twenty-fifth year and years following thereafter a full time employee is entitled to .96 of a day for each completed bi-weekly pay period to a limit of twenty-five (25) work days annually MAXIMUM.
- J. For employees hired after August 1, 2018, annual leave shall be accumulated as follows:
 - 1. Every full time employee shall be entitled to annual leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
 - 2. After five (5) consecutive years of service a full time employee is entitled to .57 of a day for each completed bi-weekly pay period to a limit of fifteen (15) work days annually.
 - 3. After ten (10) consecutive years of service a full time employee is entitled to a .77 of a day for each completed bi-weekly pay period to a limit of twenty (20) work days annually.

- K. Leave days may be accumulated to fifty-five (55) work days. Upon separation, a maximum of forty-five (45) work days will be paid-off.
- L. Leave days cannot be used by an employee until he has been on the payroll for six (6) continuous months.
- M. Vacation schedules for employees of all departments shall be developed by the Employer.
- N. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Employer.
- O. A tentative vacation schedule for June, July, and August in excess of two (2) days must be requested by April 1st. Schedules for these vacations will be posted by April 30th. Changes to the schedule shall be by mutual consent of the parties. At other times vacation in excess of two (2) days must be requested at least three (3) weeks in advance unless otherwise approved by the Employer.
- P. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- Q. Once a vacation period of not less than one (1) week has been established the employee may, upon request, receive any regular pay check to be missed during said vacation period on the last work day prior to that vacation period.

Section 2: Maternity Leave

The Board shall grant any pregnant employee leave of absence, subject to the provisions under Section 5: Sick Leave.

Section 3: Parental Leave

- A. An employee may request an unpaid parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education except that such leaves may be as nearly as possible for one (1) calendar year inclusive of maternity leave. A one (1) year extension may be granted at the discretion of the Board of Education.
- B. The Board shall pay three (3) monthly premiums for medical, dental and term life insurance commencing with the first premium date after the beginning of parental leave.
- C. An employee may return to work early from a parental leave by giving twenty (20) working days written notice.

Section 4: Jury Duty

An employee shall be given paid leave when required to serve on a jury provided any payment received shall be deducted from his/her salary.

Section 5: Sick Leave

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted nine (9) days per year credited to his account on the first day he reports for duty each year except an employee hired after December 31st shall be credited with 4.5 sick days to his/her account for the balance of the calendar fiscal year in which he/she was hired. Employees separating before December 31st shall receive 50% of the sick leave allocation for the current year. Personal Illness day shall accrue from year to year up to a balance of 40 days. Employees may use up to three (3) days for personal business. Such days shall be used in half (1/2) day block or multiples thereof.
- B. Commencing with the seventh (7th) consecutive day the Employer shall provide income protection insurance without cost to the employee for all full time employees covered under this section in accordance with the following provisions:
 - 1. 70% of income to a maximum of \$2,970 per month for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin on the first (1st) day of 24 hour hospitalization or on the seventh (7th) consecutive work day of illness in any current year.
 - 2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$2,546 per month according to the following schedule:
- C. Upon separation employees shall be paid \$100 per personal business day accrued.

Duration of Benefits
Age at Disablement

(In Years)

| | |
|--------------|-------------------|
| Less than 60 | To age 65 |
| 60 | 5 years |
| 61 | 4 years |
| 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 | 1 or until age 70 |

3. Insurance company to be selected by the Board. Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.
 4. All deductions made for absences covered under the insured income protection policy shall be made from the paycheck immediately following the payroll period during which such absence occurred. Exceptions may be made by the Superintendent or his designate when an insurance check is not received within this time frame.
- D. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the six (6) allowable days of absence providing the employee files at the Superintendent's Office within three (3) days of the injury a statement from his doctor stating the number of days he will be unable to work.
- E. Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers Compensation Act shall be considered as follows:
1. The Employer shall pay the difference between the amount paid him by Workers Compensation Insurance and his regular salary for a period not to exceed the six (6) allowable days of absence provided that the employee turns into the Superintendent's Office for recording all Workers Compensation checks received from the date of the injury to the expiration of the six (6) allowable days of absence.

Section 6: Insurance/Leave

Eligibility and administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.

Section 7: Illness in Family

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following consideration:

- A. A maximum of two (2) days annually may be used chargeable against accumulated allowable days of absence as defined in Section 5A. After allowable sick days are used, an additional two (2) days may be granted by the Superintendent because of illness in the immediate family.
- B. The immediate family for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary" care must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within one (1) day after the emergency.

Section 8: Bereavement Leave

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. The immediate family for purposes of this section shall be defined as parents, spouse, children, siblings, grandparents, siblings, mother and/or father-in-law, any person acceptable as an exemption on the employee's Federal Income Tax or any person who makes his home with the employee, and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee. The employee may use one (1) day leave to attend the funeral of a relative or close friend. Such leave shall be deductible from the sick leave allowance.
- B. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.

Section 9: Personal Leave

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of three (3) days each year chargeable against accumulated allowable days as provided shall be granted. Except an employee hired after June 30th shall be granted 1.5 day(s) for personal leave during the calendar year in which he/she was hired.
- B. Personal business days shall be used in one hour blocks or multiples thereof.
- C. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
- D. Requests for absences shall be submitted as follows:
 - 1. They shall be submitted in advance in writing for verification of the criteria as stated in Section 8C above to the employee's immediate supervisor. Exceptions shall be made only in cases of emergency.
 - 2. In cases where doubt exists as to whether or not the criteria have been met the request may be submitted to the Superintendent.
- E. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District, or as a result of membership in organizations, shall not be approved.
- F. Upon separation employees shall be paid \$100 per personal illness day accrued.

Note: Payment to be made within a reasonable time frame.

Section 10: Extended Health Leave

Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted by the Board of Education or its designate without pay upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.

Section 11: Workers Compensation

Workers Compensation shall be provided as specified by law. In addition the Board will pay to the employee the difference between the amount paid to him/her by the Workers Compensation Insurance and his/her regular salary and will charge the employee's sick leave accumulation proportionately for a period equivalent (to the nearest half (1/2) day) to the supplementary payment.

Section 12: Return From Leaves

An employee returning from an authorized leave within one (1) calendar year shall be returned to the same position he/she left. An employee returning from an authorized leave after one (1) calendar year shall exercise bump rights against the least senior employee in the same or lesser classification provided he/she has more seniority. The employee displaced by the bump may bump the least senior employee in a lower classification if he/she has more seniority.

NOTE: There are no bumping rights between the operators' classification and the mechanics' classification.

Section 13: Physical Examination Upon Return From Leave

Each employee at the discretion of the Board shall, upon return from leave of absence or upon return from sick leave, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.

Section 14: Family Medical Leave Act (FMLA)

It is understood that employee rights established under the FMLA are not diminished by this agreement.

Section 15: Continuing Education

With recommendation of his/her department head and prior written approval of Employer, an employee may be reimbursed for tuition paid for successfully completed courses of study which are related to his/her job assignment which have been offered through a fully accredited institution. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided both recommendation and written approval preceded his/her enrollment in said course. The maximum allowable tuition reimbursement payment per employee is \$500 per calendar year.

Section 16: Conferences - Workshops

- A. With recommendation of his/her department head and prior written approval of Employer an employee may be granted a maximum of five (5) days during each school year without pay deduction to attend conferences, workshops, or institutes in connection with his/her employment with reimbursement for reasonable expenses incurred by such attendance. If the estimated reimbursable expense is in excess of \$35.00 per person the prior approval of the Board of Education will also be required.
- B. Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2018 and shall continue in full force and effect until June 30, 2021 and year-to-year thereafter.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this Agreement. The modification or amendment of any specific article or clause shall not affect the remainder of this contract.

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

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of Said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25 and its affiliate LOCAL UNION NUMBER 2598, Chapter One has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

**BOARD OF EDUCATION
MACOMB INTERMEDIATE SCHOOL DISTRICT
COUNTY OF MACOMB**

**INTERNATIONAL UNION AFSCME
COUNCIL 25
LOCAL 2598, CHAPTER ONE**

President

AFSCME Representative

Secretary

Chapter Chairperson

Secretary

P.A. 4 of 2011

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 Fiscal Accountability Act.

SALARY SCHEDULE 2021-2022

**OPERATORS AND MECHANICS
SALARY SCHEDULE 2021-2022**

| Classification | New Hire* | 6 Months | 1 Year | 18 Months | 2 Year | 30 Months | 3 Year | 42 Months |
|--------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| District Wide Operator | \$ 43,805 \$ 20.98 | \$ 44,225 \$ 21.18 | \$ 44,645 \$ 21.38 | \$ 45,065 \$ 21.58 | \$ 45,485 \$ 21.78 | \$ 45,905 \$ 21.99 | \$ 46,325 \$ 22.19 | \$ 52,895 \$ 25.33 |
| Building Operator A Hourly | \$ 43,805 \$ 20.98 | \$ 44,225 \$ 21.18 | \$ 44,645 \$ 21.38 | \$ 45,065 \$ 21.58 | \$ 45,485 \$ 21.78 | \$ 45,905 \$ 21.99 | \$ 46,325 \$ 22.19 | \$ 52,287 \$ 25.04 |
| Building Operator B Hourly | \$ 41,464 \$ 19.86 | \$ 41,884 \$ 20.06 | \$ 42,304 \$ 20.26 | \$ 42,724 \$ 20.46 | \$ 43,144 \$ 20.66 | \$ 43,564 \$ 20.86 | \$ 43,984 \$ 21.07 | \$ 49,940 \$ 23.92 |
| Building Operator C Hourly | \$ 39,396 \$ 18.87 | \$ 39,816 \$ 19.07 | \$ 40,236 \$ 19.27 | \$ 40,656 \$ 19.47 | \$ 41,076 \$ 19.67 | \$ 41,496 \$ 19.87 | \$ 41,916 \$ 20.07 | \$ 47,870 \$ 22.93 |
| Shift Operator/ Van Driver Hourly | \$ 35,387 \$ 16.95 | \$ 35,807 \$ 17.15 | \$ 36,227 \$ 17.35 | \$ 36,647 \$ 17.55 | \$ 37,067 \$ 17.75 | \$ 37,487 \$ 17.95 | \$ 37,907 \$ 18.15 | \$ 43,775 \$ 20.97 |
| Basic Function Hourly | \$ 21,248 \$ 10.18 | \$ 21,668 \$ 10.38 | \$ 22,088 \$ 10.58 | \$ 22,508 \$ 10.78 | \$ 22,969 \$ 11.00 | | | |

VEHICLE MECHANICS SCHEDULE*

| | | | | | |
|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Head Mechanic Hourly | \$ 59,404 \$ 28.45 | \$ 59,824 \$ 28.65 | \$ 60,244 \$ 28.85 | \$ 62,268 \$ 29.82 | |
| Mechanic Hourly | \$ 54,630 \$ 26.16 | \$ 55,050 \$ 26.36 | \$ 55,470 \$ 26.57 | \$ 56,858 \$ 27.23 | |
| Mechanic Helper Hourly | \$ 41,248 \$ 19.75 | \$ 41,668 \$ 19.96 | \$ 42,088 \$ 20.16 | \$ 42,508 \$ 20.36 | \$ 45,712 \$ 21.89 |

*The increments on the Vehicle Mechanics' Schedule will follow the six month plan as controlled in this contract. The first level of each contract will be the new hire step with the second step, regardless of the number of steps, being the maximum that can be paid to a new employee if that employee has work experience as described in Article VI, Section 1 of this agreement.

A new employee would start at the new hire rate. Each six months he would receive an increment in accordance with Schedule B until the end of forty-two months when he would be at the same maximum.

An employee receiving an increment under Article VI, Section 1, would start at the six month rate, receive increments every six months and reach maximum at the end of thirty-six months. If this employee were promoted, they would receive an increment in accordance with Article X, Section 1a, and reach maximum at the end of thirty months.

SALARY SCHEDULE 2022-2023

**OPERATORS AND MECHANICS
SALARY SCHEDULE 2022-2023**

| Classification | New Hire* | 6 Months | 1 Year | 18 Months | 2 Year | 30 Months | 3 Year | 42 Months |
|--------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| District Wide Operator | \$ 44,681 \$ 21.40 | \$ 45,101 \$ 21.60 | \$ 45,521 \$ 21.80 | \$ 45,941 \$ 22.00 | \$ 46,361 \$ 22.20 | \$ 46,781 \$ 22.40 | \$ 47,201 \$ 22.61 | \$ 53,953 \$ 25.84 |
| Building Operator A Hourly | \$ 44,681 \$ 21.40 | \$ 45,101 \$ 21.60 | \$ 45,521 \$ 21.80 | \$ 45,941 \$ 22.00 | \$ 46,361 \$ 22.20 | \$ 46,781 \$ 22.40 | \$ 47,201 \$ 22.61 | \$ 53,333 \$ 25.54 |
| Building Operator B Hourly | \$ 42,293 \$ 20.26 | \$ 42,713 \$ 20.46 | \$ 43,133 \$ 20.66 | \$ 43,553 \$ 20.86 | \$ 43,973 \$ 21.06 | \$ 44,393 \$ 21.26 | \$ 44,813 \$ 21.46 | \$ 50,939 \$ 24.40 |
| Building Operator C Hourly | \$ 40,184 \$ 19.25 | \$ 40,604 \$ 19.45 | \$ 41,024 \$ 19.65 | \$ 41,444 \$ 19.85 | \$ 41,864 \$ 20.05 | \$ 42,284 \$ 20.25 | \$ 42,704 \$ 20.45 | \$ 48,827 \$ 23.38 |
| Shift Operator/ Van Driver Hourly | \$ 36,095 \$ 17.29 | \$ 36,515 \$ 17.49 | \$ 36,935 \$ 17.69 | \$ 37,355 \$ 17.89 | \$ 37,775 \$ 18.09 | \$ 38,195 \$ 18.29 | \$ 38,615 \$ 18.49 | \$ 44,651 \$ 21.38 |
| Basic Function Hourly | \$ 21,673 \$ 10.38 | \$ 22,093 \$ 10.58 | \$ 22,513 \$ 10.78 | \$ 22,933 \$ 10.98 | \$ 23,428 \$ 11.22 | | | |
| VEHICLE MECHANICS SCHEDULE* | | | | | | | | |
| Head Mechanic Hourly | \$ 60,592 \$ 29.02 | \$ 61,012 \$ 29.22 | \$ 61,432 \$ 29.42 | \$ 63,513 \$ 30.42 | | | | |
| Mechanic Hourly | \$ 55,723 \$ 26.69 | \$ 56,143 \$ 26.89 | \$ 56,563 \$ 27.09 | \$ 57,995 \$ 27.78 | | | | |
| Mechanic Helper Hourly | \$ 42,073 \$ 20.15 | \$ 42,493 \$ 20.35 | \$ 42,913 \$ 20.55 | \$ 43,333 \$ 20.75 | \$ 46,626 \$ 22.33 | | | |

*The increments on the Vehicle Mechanics' Schedule will follow the six month plan as controlled in this contract. The first level of each contract will be the new hire step with the second step, regardless of the number of steps, being the maximum that can be paid to a new employee if that employee has work experience as described in Article VI, Section 1 of this agreement.

A new employee would start at the new hire rate. Each six months he would receive an increment in accordance with Schedule B until the end of forty-two months when he would be at the same maximum.

An employee receiving an increment under Article VI, Section 1, would start at the six month rate, receive increments every six months and reach maximum at the end of thirty-six months. If this employee were promoted, they would receive an increment in accordance with Article X, Section 1a, and reach maximum at the end of thirty months.

CONTRACT DURATION AND COMPENSATION

2021-2022


- 2% on schedule
- \$500 off-schedule payment to be made on the 1st payroll in December.


2022-2023


- 2% on schedule
- \$600 off-schedule payment to be made on the 1st payroll in December

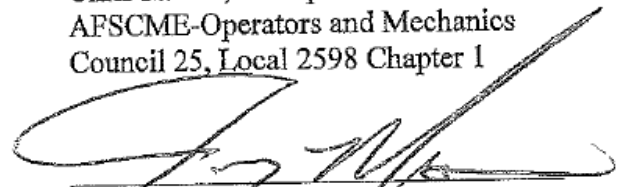
2023-2024

Wage reopener


David Riley, Asst. Superintendent
Human Resources & Operations


Rosetta Mullen, Asst. Superintendent
Legal Affairs


Chris Moore, Chairperson
AFSCME-Operators and Mechanics
Council 25, Local 2598 Chapter 1


Jerry Morgan, Chief Stewart
AFSCME-Operators and Mechanics
Council 25, Local 2598 Chapter 1

LETTER OF UNDERSTANDING Flexible Spending Account

The District will make available to the employee a Flexible Spending Account (FSA). The FSA will be conducted pursuant to the IRS regulation and participation by the employee is voluntary.

The District will make available \$250.00 for each employee* for healthcare/medical reimbursement for the 2018-19, 2019-20 and 2020-21 school years. While participation in the FSA is voluntary, the employee shall not receive the \$250.00 payment, if the employee does not choose this option during the open enrollment period.

* Bargaining unit members who have health insurance/medical coverage under Article XI, Section 1.

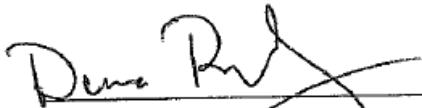
NOTE: If calculation for health care expenditure does not conform to the requirements of the Michigan Department of Treasury or other department of the state with legal authority, then Administration will meet with Union Leadership to consult regarding implementation of cost containment in compliance with law.

**MACOMB INTERMEDIATE SCHOOL DISTRICT
AND
MACOMB INTERMEDIATE AFSCME Council 25, Local 2598 Chapter 1.1**

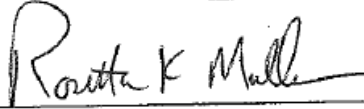
OPERATORS AND MECHANICS

Letter of Understanding Annual Leave

Employees who have 10 years of continuous service and who have accumulated more than 45 days in their annual leave bank shall be reimbursed for all of their days in excess of the 45 day maximum as of July 1, 2021. This one-time lump sum reimbursement shall be paid into a 401A account. This option shall be completed by September 1, 2021.



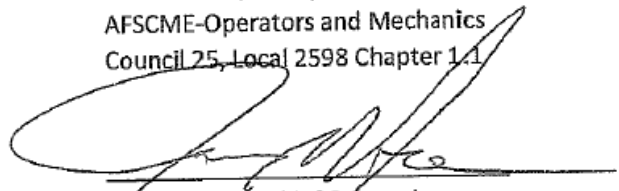
David Rilley, Asst. Superintendent
Human Resources & Operations



Rosetta Mullen, Asst. Superintendent
Legal Affairs



Chris Moore, Chairperson
AFSCME-Operators and Mechanics
Council 25, Local 2598 Chapter 1.1



Jerry Morgan, Chief Steward
AFSCME-Operators and Mechanics
Council 25, Local 2598 Chapter 1.1

Index

- Absentee Call-In Time, 20
- Accumulation of Seniority, 16
- Administration of Insurance, 36
- AGREEMENT, 1
- Annual Leave, 37
- Automobile Allowance, 23
- Bereavement Leave, 41
- Building Checks, 20
- Conferences - Workshops, 43
- Continuing Education, 43
- CONTRACT DURATION AND
COMPENSATION, 48
- Definition of Grievance, 13
- Definitions
 - Classification, 2
 - Full Time Employee, 2
 - Part Time Employee, 2
 - Position, 2
 - Substitute, 2
 - Temporary, 2
- Demotion, 15
- Dental Insurance, 31
- Discharge, 15
- Discontinuance of Premiums, 36
- DURATION OF AGREEMENT, 45
- Emergency Call-In Time, 20
- EMPLOYEE RIGHTS, 3
- Employment Conditions
 - Absentee Call-In Time, 20
 - Building Checks, 20
 - Emergency Call-In Time, 20
 - Lunch Period, 21
 - Overtime Work, 19
 - Relief Time, 21
 - Shifts, 18
 - Standard Work Week, 18
- Evaluation, 22
- Extended Health Leave, 42
- Final Paycheck, 12
- First Aid Kit, 23
- Furnishing Information, 4
- Grievance Procedure
 - Definition of Grievance, 13
 - Demotion, 15
 - Discharge, 15
 - First Step - Oral & Written, 13
 - Fourth Step - Arbitration, 14
 - Second Step, 14
 - Third Step, 14
 - Time Limits, 13
- Holidays, 21
- Hospital/Medical Insurance, 28
- Illness in Family, 41
- Increment Schedule, 7
- Insurance
 - Dental Insurance, 31
 - Discontinuance of Premiums, 36
 - Life Insurance, 30
- Jury Duty, 38
- Lateral Transfers, 25
- Layoff, 26
- Leaves
 - Annual Leave, 37
 - Bereavement Leave, 41
 - Conferences - Workshops, 43
 - Extended Health Leave, 42
 - Family Medical Leave (FMLA),
43
 - Illness in Family, 41
 - Insurance/Leaves, 41
 - Jury Duty, 38
 - Maternity Leave, 38
 - Parental Leave, 38
 - Personal Leave, 42
 - Physical Examination Upon
Return From Leave, 43
 - Return From Leaves, 43
 - Sick Leave, 39
 - Workers Compensation, 42
- Letter of Understanding Annual Leave,
50
- LETTER OF UNDERSTANDING
 - Flexible Spending
Account, 49
- Listing of Salaries, 4
- Longevity Compensation, 10
- Loss of Seniority, 17
- Lunch Period, 21
- MANAGEMENT RIGHTS, 5
- Maternity Leave, 38
- Overtime Work, 19
- Parental Leave, 38
- Part Time Employees, 7
 - Part Time Employees Salary, 7

Pay for Higher Classification, 7
Paychecks - Midnight Shift, 12
Payment for Licenses, 9
Payroll Procedures, 10
Personal Leave, 42
Personnel File, 22
Physical Examination, 43
Pre-Employment Physical, 16
Probationary Period, 16
Promotions, 24
Rates for New Jobs, 7
Recall, 27
Relief Time, 21
Representation, 6
Resignation, 17
Retirement, 17
Return From Leaves, 43
Right to Organize, 3
Salary Increments, 7
SALARY SCHEDULE, 46
SALARY SCHEDULE 2021-2022, 46
SALARY SCHEDULE 2022-2023, 47
Section 2: Prohibition of Medical
 Coverage, 29
Shifts, 18
Sick Leave, 39
Snow Days, 20
Special Conference, 6
Special Skills, 9
Standard Work Week, 18
Starting Salaries, 7
STEWARDS AND ALTERNATE
 STEWARDS, 6
Supervisor - Restriction, 23
Suspension, 15
Tool Allowance, 23
Transfers, 27
Unfair Labor Practices, 3
Uniforms, 23
Union Business Days, 6
Use of Buildings, 3
Use of Personal Vehicle, 9
Vacancies, 25
Workers Compensation, 42