

MASTER AGREEMENT
BETWEEN THE
ROCHESTER COMMUNITY SCHOOLS
AND THE
ROCHESTER CAFETERIA ASSOCIATION
MEA/NEA

2006/07

2007/08

2008/09

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PREAMBLE

This Agreement entered into this 17th day of August 2007, between the Rochester Board of Education, hereinafter referred to as the "Board", and the Rochester Cafeteria Association, MEA/NEA, hereinafter referred to as the "Association".

WITNESSETH: 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 Board, cafeteria members and the school children of the Rochester Community Schools.

The Parties recognize that the interest of the school children and members and the job security of the cafeteria members depend upon the Board's and cafeteria member's success in establishing a solvent operation.

It is understood and expressly agreed that the general purpose of this Agreement is to promote the mutual interest of the Board and its members and to provide for the operation of the Board's business under methods which will further, to the fullest extent possible, the safety of the members, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of work, cleanliness, protection of property and avoidance of work interruption. The Parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

To these ends, the Board and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Board and the Association and all levels and among the cafeteria members, we hereby declare:

WHEREAS, The Board under law has the responsibility for establishing the policies for the District, and

WHEREAS, The administrative staff has the responsibility for carrying out the policies established, and

WHEREAS, The Parties to this Agreement have the responsibility for providing services, and conduct consistent with all policies established by the Board, and

WHEREAS, The Board is required by law, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, as amended, to negotiate with the Association on wages, hours, and the terms and conditions of employment, and

WHEREAS, All Parties recognize that the fiscal capacity of the School District is predicated upon taxes and other public funds which could require the Board to extend or curtail any or all services presently provided, and

WHEREAS, The Parties through negotiation in good faith have reached agreement on all such matters and desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.01 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours, and other conditions of employment for the terms of this Agreement. The Bargaining Unit includes all cafeteria members excluding but not limited to: the Supervisor of Cafeteria Services, any temporary or substitute member, all other supervisory and/or executive personnel, as well as any other non-certified and certified personnel not herein named.
- 1.02 The term "member" when used herein, will refer to employees included in the unit for bargaining as set forth in the paragraph above and references to male members will include female members. The term "Board" when used herein will refer to the Board of Education or Superintendent. When singular is used, it will include plural. When plural is used, it will include singular.
- 1.03 The term "designee" or "Board" when used herein will refer to the Superintendent, Central Office administrators, principals, directors, supervisory or any other administrative personnel who may be authorized by the Superintendent or the Board of Education.

ARTICLE 2 - AID TO OTHER UNIONS

The Board will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

ARTICLE 3 - SPECIAL CONFERENCES

- 3.01 There may be established under this Article a closed forum, hereinafter called "special conference". It is understood by the Parties that the special conferences are not to be construed or utilized as a grievance hearing or "gripe session". It is not to be considered as negotiations.
- 3.02 Special conferences for important matters will be arranged by the Association president and/or the Board by mutual consent of the Parties. The Association may appoint not more than four (4) members to represent their organization and the Board may have a like number if it so desires.
- 3.03 Arrangements for the conference will be made in advance (at least one week) and an agenda provided, in writing, prepared by the Party requesting the conference; the agenda will be presented at the time the conference is requested. Matters taken up in special conference will be confined to those matters included in the agenda. The names of the persons to be present will be submitted prior to the conference. Special conferences will be scheduled during non- working hours.

ARTICLE 4 - SENIORITY

- 4.01 New members hired in a permanent position other than substitutes and temporary help will be considered as probationary members for fifty (50) working days in their job assignment.

A temporary member is defined as an member who provides services when help is required and said job assignment or position is not of a permanent nature. A temporary position will not exceed fifty (50) consecutive working days unless extended by mutual agreement by the Board and the Association representative. There will be no seniority among probationary members. When a permanent member finishes the probationary period, said member will be entered on the seniority list and will rank for seniority fifty (50) working days prior to the day the member completed the probationary period. The fifty (50) working day period may be extended for any absences during that period, by the number of said absences.

The supervisor may extend the probationary period for good cause if, in the supervisor's judgment, the probationary member needs additional time to demonstrate his/her job skills. The Association will be consulted before the end of the probationary period if there is to be an extension.

- 4.02 The Association will represent probationary members for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and to take any disciplinary action other than for Association activities involving a probationary member (without seniority).
- 4.03 Seniority will be the service in a particular classification within a particular job assignment with the Rochester Community Schools within the Bargaining Unit. Members moving from one job classification assignment to another will retain District-wide seniority accrued in any other classification or department in the Bargaining Unit.
- 4.04 Probationary members will be eligible for fringe benefits provided for in this Agreement only upon the successful completion of their probationary period.
- 4.05 The Board retains exclusive right to take any disciplinary action, including discharge, involving a probationary member (without seniority) and such action as deemed appropriate by the Board will not be subject to the grievance procedure.
- 4.06 No member will be required to serve more than one probationary period.
- 4.07 Seniority will not be affected by race, sex, marital status, or dependents of the member.
- 4.08 The seniority list as of the date of this Agreement will show the names and job titles of all members of the unit entitled to seniority.
- 4.09 The Board will keep the seniority list up to date and will furnish up-dated copies of the list to the Association on December 1st and May 1st of each year of this Agreement. Additionally, the Board will notify the Association monthly of any changes that occur.
- 4.10 Seniority members will lose their seniority and terminate their employment with the Board for the following reasons:
 - A. Member quits and/or resigns.
 - B. Member is discharged and the discharge is not reversed.

- C. Member is absent for three (3) working days without notifying the Board.
 - D. Member fails to return to work when recalled from layoff as set forth in the recall procedure provided herein, unless an extension has been granted.
 - E. Member overstays by three (3) days a leave granted for any reason, as hereinafter provided, unless an extension has been granted, she/he will lose their seniority.
 - F Retirement at any age.
 - G. Member gives a false reason for a leave of absence or engages in other employment during such leave, she/he will automatically be terminated unless permission to the contrary is granted.
 - H. Member intentionally falsified information on her/his application for employment even if the falsification may come to light sometime after the member's date of hire or date of acquiring seniority, said member will automatically be subject to discharge.
- 4.11 Members will not by virtue of their seniority be entitled to select or to have any particular job within their classification. No bumping will be permitted by any member who has a job.
- 4.12 When more than one member is hired on the same day, seniority will be determined by lottery. The Association will be notified of the date, time, and place of the drawing and will be allowed to have representatives present.
- 4.13 All substitute and temporary members will not gain seniority.

ARTICLE 5 - LAY-OFF AND RECALL

- 5.01 In a reduction of members for economic or other conditions which in the opinion of the Board requires a reduction of the cafeteria personnel, the Board reserves the right to layoff or reduce the number of members at any time it deems necessary.
- 5.02 A. If it becomes necessary for a layoff, probationary members within the affected classification will be laid off first. Seniority members will be laid off within the affected group classification of Manager, Cook/Baker, or Helper according to district-wide seniority as defined in the **Seniority** Article.
- B. Any displaced member may exercise the right for a job assignment in the same or a lower classification whether or not she/he possesses any seniority within that classification, if she/he has greater seniority than another member to be displaced or laid off.
- C. In the event of reassignment, the member will be assigned to a position with the same or greater working hours per week to the extent such positions are available unless the affected member elects to remain in her/his current building.
- D. If it becomes necessary to reduce the number of total work hours at a particular school, the reduction will be equalized throughout that school's Helper positions in increments of fifteen (15) minutes, provided the staff members are capable of performing the work.

- 5.03 Members laid off will not lose or increase their seniority when they are laid off.
- 5.04 Members laid off through the procedure as stated in this Article will be maintained on a recall list for a period of three (3) years and will be recalled in reverse order of layoff; that is, a laid-off member with greater seniority within the affected classification will be given priority of work over a laid-off member with less seniority, providing she/he is capable of performing the work.
- 5.05 Notice of recall will be sent to the member at their last known address by registered or certified mail. If an member fails to report for work within ten (10) working days from the date of mailing of the recall notice to the member's last known address, unless other arrangements are made, said member will be considered as having quit.
- 5.06 Each member is responsible for keeping the Board advised in writing of any change of address and will not be excused for failure to report to work on recall if she/he fails to receive recall notice because of her/his own failure to advise the Board in writing of her/his change of address.
- 5.07 Any member who assumes a job assignment due to the lay-off procedure will also assume the salary rate for that position.
- 5.08 The Board may transfer, assign, re-assign members within the Cafeteria Department on a district-wide basis where operating staff in one or more buildings is reduced due to lay-off. Members who are involuntarily transferred or reassigned due to this provision will have preferential rights to transfer for the next vacancy in the classification in which they were employed prior to the involuntary transfer/re-assignment. This preference will be established according to the following priority:
- A. Members who were re-assigned within the same classification but to a position with less hours will be offered the right to transfer.
 - B. Members who were re-assigned within the same classification to a position with the same or greater hours will be offered the right to transfer.*
 - C. Members who were re-assigned to a lower classification will be offered the right to transfer.*

This right to transfer will be voluntary. In the event there is more than one member involved on the above priority basis, the member with greater seniority will be given the first right to transfer. Any member will be given such preferential offer only once. If no member is eligible for such preference, or no member exercises this right, the district will first post the position in question. If there are no internal applicants, then the position will be offered to the appropriate person on the seniority recall list. If members are reassigned as a result of a building closing and the building is re-opened, they will have the first right to return to those positions they previously held.

* This will not apply in instances where the vacant position is more than one (1) hour per day in excess of the member's previous position.

- 5.09 The Board will have no obligation to recall probationary members who may be laid off.
- 5.10 It is clearly understood that any member laid off will automatically terminate and suspend the Board's obligation to salary and fringe benefits under this Agreement. If the lay-off is going to be for the balance of the school year, all benefits earned will be paid to the member at the time of the lay-off.
- 5.11 Should a member be offered a comparable position and refuse such appointment, she/he will lose their right to remain on the seniority recall list and will be considered as having quit.
- 5.12 Members to be laid-off will have at least thirty (30) calendar days notice of their intended lay-off. The Association president will receive a list of members being laid off. Any reduction of hours due to lunch ratio count in a building as identified and specified in **Employee Lunch Ratio** Article is not subject to the above lay- off and recall specifications.

ARTICLE 6 - VACANCIES, TRANSFERS AND PROMOTIONS

- 6.01 A transfer is a lateral change within a job classification where there is no additional, or increase in compensation. For example, a movement to another building or to another job within the salary classification falls into the definition of a transfer.
- 6.02 Seniority members desiring a job transfer to another building must submit such a request in writing stating the reasons for desiring a change. This request will be submitted to the Supervisor of Cafeteria Services. Transfer will be based on ability to perform the job, qualifications, and seniority .
- 6.03 Seniority members transferred under the above circumstances will retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- 6.04 In any transfer there will be a thirty (30) day trial period and the Board will have the right if the member's work is unsatisfactory in the new position to revert the member back to their previous position without loss of seniority.

The trial period may be extended by the Supervisor for good cause, if the Supervisor believes, the member needs additional time to demonstrate his/her job skills. The Association will be consulted before the end of the trial period.
- 6.05 Vacancies within the Bargaining Unit, arising during the year will be posted for a period of seven (7) calendar days on the cafeteria bulletin board. Seniority members interested in such vacancies will apply in writing within the posting period to the Supervisor of Cafeteria Services.
- 6.06 Transfer requests can only be made for posted vacancies. If any member is not selected for the posted vacancy, said individual's transfer request will no longer remain active. A new

request must be filed for each posted vacancy if they wish to be considered for said vacancy.

6.07 A promotion is an upward change in an open classification within the Bargaining Unit which results in the additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay, etc. Members interested in a promotional position will apply within the stated posting period to be considered for the promotion.

6.08 Promotions and transfers will be made on the basis of qualifications, skill, experience, education, training, and preparation, and any other relevant factors. When these factors are equal, seniority will be the determining factor.

6.09 Members placed in a new position by promotion, reassignment, or otherwise other than transfer, will be required to satisfactorily complete the trial period of fifty (50) working days to start from the date of employment in the new position.

The trial period may be extended by the Supervisor for good cause, if the Supervisor believes the member needs additional time to demonstrate his /her job skills. The Association will be consulted before the end of the trial period. If the member is not the site manager, the site manager will also be consulted before the end of the trial period.

6.10 All cafeteria members are encouraged to train and prepare for promotional opportunities.

6.11 If at any time during the trial period for a transfer or promotion, the administration believes the member is not progressing or it appears that the member is not able to satisfactorily perform their assignment, said member may be returned to their previous position or a similar work assignment.

The member during their trial period will also have the right to revert back to their previous classification (previous position or similar work assignment) and a letter of explanation will be submitted to the Board by the affected member.

6.12 A vacancy will be defined as any of the following:

A. An existing Bargaining Unit position where the member who held the position previously has resigned, retired, died, failed to return from a leave of absence, has been transferred or promoted to another assignment, or for some other reason is no longer permanently assigned to the position.

B. A newly created position which is of a permanent nature as defined by this Agreement.

C. A non-Bargaining Unit position which becomes a Bargaining Unit position either by agreement or law.

- 6.13 Any temporary position that exceeds or is expected to exceed fifty (50) work days will be considered permanent and will be posted. Temporary substitutes will not be used on a long term basis as an option to adding hours to members, or adding staff members (over fifty (50) days).

ARTICLE 7 - UNPAID LEAVES OF ABSENCE

- 7.01 Leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the Board, may be granted to members who are on seniority status without loss of seniority for good cause; and such leave may be canceled if the member is employed during the leave, unless the member has received prior approval from the Board. No benefits will be paid during the leave of absence. The member does not accrue any seniority during any leave of absence. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the Board.
- 7.02 A member granted a leave of absence by the Board of more than three (3) months will be given a position upon her/his return provided there is an opening in her/his job classification and job assignment (the position held immediately prior to granted leave) and she/he has given proper notice. Members on a leave of absence of three (3) months or less will be returned to their regular position. No member will be laid-off in order to create a position for a member wishing to return from a granted leave.
- 7.03 A member is required to notify their appropriate supervisor in writing at least fifteen (15) days preceding the expiration date of a leave indicating their desire to return, request an extension, or resignation. Otherwise, the member will be considered as terminating her/his employment within the time limit specified and if the member does not provide such notice, she/he will be deemed to have terminated their employment with the Board unless an exception to this rule has been granted by the Board. A member on leave of absence of three (3) months or less will be required to submit only a seven (7) day written notice.
- 7.04 Re-employment of a member on a leave of absence will be conditioned by the availability of a vacancy existing within the member's job classification and assignment as indicated at the time the leave was granted. Should there be no position, the leave will be extended until there is a vacancy.
- 7.05 At the expiration of a leave and as stated in Section 7.03 above, if a member does not return and no extension is granted, her/his removal and termination of employment with the Board becomes final.
- 7.06 The notice of intention to return to duty after a medical leave will be accompanied by a written statement from a physician certifying the fitness of the member to fulfill the full responsibilities and duties of the member's assignment.
- 7.07 The Board cannot guarantee the return of any member to a specific building or work assignment at the conclusion of any period of absence, except as indicated in Section 7.02 above.
- 7.08 Should a member be offered a comparable position and refuse such appointment she/he will lose her/his right to remain on the seniority recall list and will be considered as having quit.

- 7.09 Members on leave of absence will have fringe benefits cease effective beginning immediately with the date of their leave. However, the opportunity can be extended to persons on leave to pick up benefits on their own subject to the governing rules of individual companies. All earned benefits and stipends will be paid to the member.
- 7.10 Any member granted a leave of absence at a time other than the end of the school year will not be advanced upon the salary schedule when returning from said leave if working less than six (6) months for the work year. Said member will be placed on the same salary schedule step she/he was on prior to said leave. Members taking a leave of absence commencing at the end of their work year will be automatically eligible for any advancement on the salary schedule upon returning to work.
- 7.11 Leaves of absence may be granted for good cause, by the way of illustration but not limited to the following: 1) education; 2) child care; 3) medical; and 4) military.
- 7.12 Family Leave of up to one (1) year maybe taken by the member, inclusive of the time required pursuant to the Family and Medical Leave Act of 1993.
- 7.13 The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job-protected leave to “eligible” employees for certain family and medical reasons. A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to members under other applicable sections of this agreement. The Board will continue to observe any leave provisions of benefit programs that provide greater leave rights and benefits to members than the rights established by the FMLA. The Board shall continue health, dental and vision benefits during this leave.

ARTICLE 8 - CONFERENCES

The Board supports the concept of conferences, workshops, and appropriate in-service and training sessions. Expenses will be paid according to the Rochester Community Schools’ Board Policies, Administrative Regulations, and District Guidelines for a member if the written request is approved by the Food Service Supervisor. The decision regarding conferences, workshops, or in-service training sessions by the Food Service Supervisor will be final.

ARTICLE 9 - EMPLOYEE LUNCH RATIO

- 9.01 The number of members hired at each individual school will be pro-rated on the basis of 16 - 21 meals per member hour for each preparation kitchen. The Board reserves the right to adjust and modify the lunch ratio depending on equipment and facilities to operate individual school lunch programs. The Association will be notified whenever any changes are initiated by Board action on the above mentioned ratios. The ratio will be calculated as follows:

$$\frac{\text{TOTAL LUNCHESES}}{\text{TOTAL HOURS}} = \text{MPH}$$

Total lunches is determined by the following:

$$\text{STUDENT LUNCHESES} + \text{ADULT LUNCHESES} + \text{MISCELLANEOUS INCOME} = \text{TOTAL LUNCHESES}$$

PRICE OF LUNCH

- 9.02 The ratios that are indicated above will be operative except in situations where in the judgment of the administration it is advisable to modify said ratios for the benefit of cafeteria operation as well as in any new technological, mechanical, and/or innovative approaches to the efficient and economical operation of the cafeteria program.
- 9.03 In the event the financial conditions of the District would affect the ratios (increase or decrease) as stated above, the Board may at its option re-open discussion with the Association on this issue. The discussion would relate only to the affected ratio count as set forth in this Article.
- 9.04 The Association President and Executive Director will have the monthly participation report made available to them by the 15th of the next month. A copy of each financial operational summary report must be provided to the Association President and Executive Director. Adjustments in the work hours will be made no earlier than the first of the month following the monthly participation report. Members who have their hours reduced will be given written notice at least five (5) work days before the effective date of the reduction. For example: the September participation report will be provided the Association by October 15th. Any reduction in hours will take effect no earlier than November 1.
- 9.05 Notwithstanding the above, the standard workday for elementary, middle school, and high school managers is seven (7) hours and thirty (30) minutes per day. Adjustments in the work hours will be made no earlier than the first of the month following the monthly participation report. Members who have their hours reduced will be given written notice at least five (5) work days before the effective date of the reduction. For example: the September participation report will be provided the Association by October 15th. Any reduction in hours will take effect no earlier than November 1.

ARTICLE 10 - RESIGNATION

- 10.01 A member who resigns and later wishes to be placed on the substitute list will receive substitute pay when employed as a substitute.
- 10.02 When a member desires to terminate their employment there must be at least fourteen (14) calendar days notice of resignation (with no absences during said period) in writing given to the immediate supervisor and Human Resources Office.
- 10.03 The date of resignation automatically forfeits all accrued rights and benefits, but all earned benefits and stipends will be paid at that time. In the event of re-employment, such a member will be considered as a new member.
- 10.04 Resignations submitted with fourteen (14) or more calendar days advance notice with no absences during said period will entitle said member to pro-rated vacation and fringe benefits as indicated in the Master Agreement.
- 10.05 Exceptions to the above procedures may be granted by the Board.

ARTICLE 11 - DISCHARGE, SUSPENSION OR DISCIPLINE

- 11.01 The Board will not discharge, suspend or discipline any seniority member without just cause. The Board agrees upon the discharge of any member to notify the Association President, in writing, of the discharge.
- 11.02 The discharged suspended or disciplined member will be allowed to discuss their discharge, suspension or discipline with the President, and the Board will make available an area where they may do so before said member is required to leave the property of the Board. Upon request, the Board or its representative will discuss the discharge, suspension or discipline with the member and the Association.
- 11.03 All concerns and complaints regarding any discharge, suspension or discipline of a seniority member is a proper subject for the grievance procedure.
- 11.04 A member will be entitled to have Association representation present during any meeting which may lead to disciplinary action. When a request for representation is made, no action will be taken with respect to the member until such Association representation is present. Should disciplinary action likely occur at a given meeting, the member will be advised immediately of said possibility and be advised of the right to representation under this Article.
- 11.05 A policy of progressive discipline will be followed. The Board will make a good faith effort to provide timely notice to the member involved and the Association President prior to the initiation of that member's investigative meeting, unless an emergency is identified. The progressive discipline policy shall include verbal reprimands, written reprimands, suspension and discharge. Verbal reprimands are normally the first step of the disciplinary process. However, any disciplinary action taken against members will be appropriate to the behavior which precipitated said action.

ARTICLE 12 - INSURANCE PROTECTION

- 12.01 Life insurance policies will be extended to all eligible seniority members as indicated: For two (2) hours or more members: thirty-five thousand dollars (\$35,000.00) A D & D.

The above stated policy will carry a double indemnity clause. The selection of the insurance carrier will be made by the Board. It should be noted that the hours worked on banquets are not included in qualifying for the above-stated insurance benefits. This group life insurance will begin when the member has:

- A. Properly completed all the required forms, and
 - B. Has completed the probationary period.
 - C. Complied with the governing rules of the contracted companies.
- 12.02 **Hospital Insurance**
- A. The Board will provide up to full family coverage without cost to the member for all permanent seniority members employed on a full-time basis (five (5) hours or

more per day). Members hired on or after July 1, 1992 must work six (6) hours or more per day to have Board paid hospitalization: Unmarried children who are full-time students and dependent on the member for support will be eligible for family member benefits through the calendar year the dependent becomes age 25.

Blue Cross/Blue Shield Community Blue PPO Option 1, CB-OV \$15.00 co-pay, CB-ET 25 hospital emergency room \$75.00 co-pay urgent care center \$15.00 co-pay, CB MH 20% inpatient mental health care, blood screening for ovarian cancer and substance abuse 20% co-pay, outpatient mental health care and substance abuse 20% co-pay, private duty nursing 50% co-pay including the riders ASFP, BCP-PPO, BMT, CNM, CNP, CRNA, DC, ECIP, ESRD, GCO, GLE-1, HIT, HMN, ICMP, MLOS, ODMP, PTFS, PTS, RAPS, ROMS, SD, SOCT, SOT-PE, SUBRO2, CB-PCB beginning on the appropriate enrollment date. For an explanation of the coverage see **Appendix A**. Unmarried children who are full-time students and dependent on the member for support will be eligible for family member benefits through the calendar year the dependent becomes age twenty-five (25). Language is subject to Blue Cross approval.

Blue Cross/Blue Shield Preferred RX with \$7.50 generic and \$15.00 name brand co-pay PD-CR. If a doctor prescribes a specific prescription as dispense as written (DAW) or no generic is available, the member will only pay the \$7.50 co-pay. There shall be mail order prescription drug privileges (\$5.00 generic and \$10.00 name brand) or at the Board's option CLAIMS PRO/PHARMA CARE RX with \$7.50 generic and \$15.00 name brand co-pay PD-CR and the mail order prescription drug privileges (\$5.00 generic and \$10.00 name brand) implemented exactly the same as the Blue Cross/Blue Shield RX program.

Effective September 1, 2007, the Urgent Care Center co-pay will be \$20.00, the CB-OV co-pay will be \$20.00, chiropractic office visits will be \$20.00, the Rx co-pay will be \$10.00 generic and \$20.00 name brand, the mail order Rx will be \$7.50 generic and \$10.00 name brand

- B. All permanent, seniority members, employed on June 30, 1992, working three (3) hours or more, but less than six (6) hours will be eligible for one-half (1/2) premium payment for the above choices of insurance for a full twelve (12) month period.
- C. If the eligible member has, any type of fully paid, full-family hospitalization insurance coverage which is equal to or better in coverage than that offered by the Board, the member will not be eligible for coverage under this provision.
- D. All eligible members will not be entitled to the above mentioned coverage until they have satisfactorily completed the probationary period.
- E. Members on leaves of absence in excess of one (1) month will be required to pay for the insurance or else it will be terminated.
- F. There will be no duplication of insurance. The member must notify the Human Resources Office of any duplicate coverage, either through personal coverage or coverage from the spouse's or family's insurance plan. If the member is covered by

any duplicated hospitalization and/or vision insurance, the Board's obligations under this provision will be waived.

- G. The Board, by payment of the premium payments required to provide the coverage set forth herein, will be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits which it has contracted for any reason will not result in any liability to the Board or the Association, nor will such failure be considered a breach by either of them or any obligation under this Article.
- H. Upon request, the member may be required to submit proof that no hospitalization coverage is available to their spouse. Refusal or failure to submit proof will mean the suspension of the insurance coverage to such member.
- I. The Board will pay the family continuation rates for members with eligible dependents.
- J. Effective September 1, 2007, eligible members who are RCA members as of August 31, 2007 will reimburse the school district one percent (1%) of the annual premium cost for health insurance as provided in Section A above. This reimbursement can be made through a Section 125 flexible spending account. The annual premium cost will be established yearly on September 1.
- K. Effective September 1, 2007, eligible members who become RCA members on or after September 1, 2007 will reimburse the school district five percent (5%) of the annual premium cost for health insurance as provided in Section A above. This reimbursement can be made through a Section 125 flexible spending account. The annual premium cost will be established yearly on September 1.

12.03 **Dental Insurance**

- A. Eligible seniority members (permanently assigned, full-time, five hours or more per day) will be eligible for either of the dental plan(s) provided by the Board for the said eligible members and all dependents. The coverage will be at no cost to the member: Class I - 100%; Class II - 60%; and Class III - 60% with an annual maximum of \$1600.00 and a Class IV lifetime maximum on orthodontics of \$1600.00, or the preferred provided option. Examinations are a Class A benefit. Members hired on or after July 1, 1992 must work six (6) hours or more per day to have Board paid dental.

Unmarried children who are full-time students dependent on the member for support will be eligible for family member benefits through the calendar year the dependent becomes age 23.

12.04 **Vision Insurance**

Eligible seniority members (permanently assigned, full time five (5) hours or more per day) will be eligible for the coverage level listed below. The maximum amounts for vision care are provided below.

Eligible seniority members (permanently assigned, part time three (3) to five (5) hours per day) will be eligible for the covered level listed below. These members will be reimbursed at 50% of the actual charges for covered service or 50% of maximum dollar amounts, whichever is less.

A. The district is self insured for optical coverage. When optical services are required a member will follow the procedure outlined below:

1. Obtain a blue claim form from your school office or the Employee Benefits Office
2. Take the form with you for your appointment and ask the provider to complete the form.
3. Pay the provider for the services rendered, submit the completed claim form to the Employee Benefits Office. You will be reimbursed according to the amounts listed below:

| | |
|---------------------------------|--------|
| EYE EXAM | 150.00 |
| LENSES | |
| SINGLE VISION | 100.00 |
| BIFOCAL | 142.00 |
| TRIFOCAL | 160.00 |
| PHOTO-GRAY | 140.00 |
| CONTACTS (including disposable) | 212.00 |
| FRAMES | 150.00 |

The plan will cover unmarried children who are between the ages of 19 and 25, provided they are a dependent on you for a majority of their support.

The benefit time period is a three (3) year plan beginning on September 1, of the first year. The maximum allowed per covered individual during the three (3) year benefit time period is three hundred dollars (\$300.00). Unused benefits from previous benefit periods do not accumulate to current period for payment. To receive payment, claims must be filed no later than 180 days after the end of the benefit year in which service is rendered.

12.05 If any eligible member (permanent seniority member employed on a full-time basis {five [5] hours or more per day}, or if hired on or after July 1, 1992, employed on a full-time basis {six [6] hours or more per day}) does not participate in the Board's hospitalization he/she will receive the following benefits at no cost to the member:

- A. Death benefit \$20,000.00 A D & D.
- B. Vision insurance at maximum amounts provided above or an additional \$5.00 per month added to C below.
- C. \$130.00 per month for the 2006/07 school year for a tax-deferred annuity. Beginning September 1, 2007, there shall only be a \$125.00 per month tax-deferred annuity. The annuity will be selected by the member from among the Board approved carriers. The payments will be made in January and June.

The Board will provide a cash option to health insurance benefits as provided in Section 12.05 above. The Board will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the member to any tax-deferred/sheltered annuity selected by the member with a company that is a Board approved carrier. The benefit will be paid in January and June.

The choice is in lieu of health care insurance as described in Section 12.02 of this Master Agreement.

B Rules

1. Member must select the option to health benefit for four (4) of the six (6) months preceding the January and June payments to receive a full six (6) month payment
2. The member may make a selection, or change in benefit only during the open enrollment period for health care, or if there has been a change in family status (as defined by IRS) during the year.
3. In order to receive this cash benefit or tax-deferred/sheltered annuity benefit, the member must show proof of health care benefit from another source.

12.06 Long Term Disability

The Board will provide long term disability income insurance to cover all regular seniority members after 364 calendar days of illness or disability. Such insurance will not exceed payment of 2/3 of his/her regular salary, at time of illness or disability, subject to a maximum benefits of twenty four hundred dollars (\$2,400.00) per month and reduced by any amounts paid or payable under worker's compensation, social security, or any other earned income. Said compensation as described above is subject to the terms of the contract with the respective insurance carrier.

12.07 The benefits stated above will be by way of a fringe benefit with no cash reimbursement for those members who do not qualify for such benefits.

12.08 Differences between members or beneficiaries of members and any insurance company will not be subject to the grievance procedure.

12.09 Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder will be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters.

12.10 In the event of any violation of the **No-strike** Article, this provision will be immediately terminated and discontinued for the duration of the strike and the Board will be reimbursed for any premium paid.

12.11 Subject to the terms of the contract with the respective insurance carriers, it is the intent of the Parties that insurance benefits provided for in this Article will commence on the first compensable working day of seniority members and that coverage will remain in effect continuously for the duration of this Agreement as long as the member is eligible for and considered employed by the Board.

- 12.12 The Board will carry a \$1,000,000.00 liability insurance for members.
- 12.13 In the event of the death of a seniority member all fringe benefits will continue for three (3) months. The fringe benefits will be held by the individual who is listed as beneficiary on the member's term life insurance. The immediate family will be notified prior to the termination of any fringe benefits to insure uninterrupted coverage.
- 12.14 For the appropriate coverage, the member will certify in writing that she/he is entitled to such insurance coverage. Violation of this certification may require the member to reimburse the Board for all payments made in her/his behalf. In addition, if it is firmly understood that such member may be disciplined.
- 12.15 Upon termination or lay-off of employment with the Board, the member's benefits as described above will cease to be paid by the Board. If the member is terminated or laid-off in June, insurance benefits will be continued until August 31st.
- 12.16 The procedure used to change the health insurance carriers will be as follows:
- A. A three (3) member health insurance panel will be formed to evaluate any proposed health plan.
 - B. The panel will be made up of the following people:
 - 1. A representative from the Board.
 - 2. A representative from the Association.
 - 3. A representative from a private insurance carrier.
 - C. If the Health Insurance Panel feels that improvements can be made through the selection of a different carrier, the proposal will be submitted to the Association and the Board.
 - D. The Association and the Board must both approve the new proposal before it can be implemented.
- 12.17 Unmarried children who are full-time students and dependent on member support will be eligible for family member benefits for health through the calendar year the dependent becomes age twenty-five (25). The member must make arrangements with the Human Resources' Department to provide for the deduction of \$150 which will cover all eligible children in the family.
- 12.18 The Board will deposit monies in a Health Reimbursement Account (HRA) for each eligible member as defined under Section 105 (h) of the Internal Revenue Code (IRC). Members with a one-person benefit plan will have \$215.00 (effective January 1, 2008) deposited each year. Members with a two-person benefit plan will have \$415.00 (effective January 1, 2008) deposited each year. Members with a full family benefit plan will have \$615.00 (effective January 1, 2008) deposited each year. The HRA will operate on a calendar year (January to December) beginning on January 1, 2005. Members becoming eligible for this benefit during the year, other than January 1st will receive a prorated amount based on the number of months of coverage eligibility.

If there are remaining funds in a member's HRA at the end of the calendar year, one-half of the remaining HRA balance will be carried over to the next calendar year, not to exceed a carryover of \$1,200.

The HRA can be used to reimburse members for eligible medical expenses as defined by IRC 213. This includes doctor office co-pays and/or deductibles, prescription co-pays, dental co-pays and/or deductibles, eye exams, glasses, contacts, laser eye surgery, etc. If a member contributes to a Section 125 plan, their section 125 plan monies must be used before a member can be reimbursed under the HRA.

Members who retire, resign or eligible dependents of members who die will continue to have access to the HRA money in their account at the time of leaving the District for three years after the date of leaving. Retirees may submit the cost of their MPSERS health, dental, and/or vision insurance reimbursement from their monies remaining in their HRA.

ARTICLE 13 - LONGEVITY

13.01 A Members will be eligible to receive longevity benefits on their bi-weekly pay on the basis of their hourly rate, provided their services have been on a continuous basis with the Board. Longevity will be paid according to the table listed below:

| CONTINUOUS YEARS | AMOUNT OF LONGEVITY PER HOUR | | |
|---------------------|---------------------------------|-------|-------|
| | 06/07 | 07/08 | 08/09 |
| 7 | .73 | .76 | .76 |
| 10 | .83 | .86 | .86 |
| 12 | .95 | .98 | .98 |
| 15 | 1.05 | 1.08 | 1.08 |
| 18 | 1.15 | 1.18 | 1.18 |

13.01 B For people hired after July 1, 1992:

| | 06/07 | 07/08 | 08/09 |
|----|-------|-------|-------|
| 7 | .50 | .53 | .53 |
| 10 | .55 | .58 | .58 |
| 12 | .62 | .65 | .65 |
| 15 | .67 | .70 | .70 |
| 18 | .72 | .75 | .75 |

13.02 Credit years of experience for longevity can only be earned by working as a member. Credit years in other bargaining units or other areas of employment with the Board will not be included in the computation for longevity consideration. An eligible year for longevity will be considered as those school years in which an member has worked at least eighty percent (80%) of the total working hours for that work year assignment.

ARTICLE 14 - UNIFORM ALLOWANCE

14.01 Members will be reimbursed the amount listed below for each month of the school year at the end of the year or termination of employment, for the purchase of the required uniform which includes: uniforms, shoes, rubber gloves, and hair nets, provided each member's services have been continuous and permanently assigned as part of the work force. To receive the monthly uniform allowance, the member must be at work the majority of the working days for the month.

5 hours or more 2 to 4.9 hours

| | | |
|---------|---------|---------|
| 2006/07 | \$20.30 | \$19.30 |
| 2007/08 | \$20.80 | \$19.80 |
| 2008/09 | \$21.30 | \$20.30 |

14.02 It will be the responsibility of the member to clean and repair the uniforms and accessories as required and replace any part of the uniform and/or required items as needed and/or as directed by the Board. Each member will have available uniforms and other required apparel in good, presentable clean condition at all times.

ARTICLE 15 - HOURS OF WORK - PAID DAYS

15.01 All members working under this Agreement will be paid on the basis of rate per hour, hours per day, days school is in session when lunch is served. In addition, the following are paid work days:

- A. Orientation day - Managers only.
- B. One day before school starts for opening and set up.
- C. One day at the end of the first semester for cleaning.
- D. Two days at the end of the school year for cleaning and closing - Elementary only
- E. Two days at the end of the school year for cleaning and closing - Middle and High Schools, if needed.
- F. One day for in-service.
- G. Grocery day – August, Managers only
- H. In March or April on a no student day – Managers only, 4 hours for POS

These days will be scheduled by the Supervisor of Cafeteria Services on days when school is in session for a half day or when school is not in session. A member cannot use sick days for these days, unless a doctor’s note is provided.

Elementary members on a rotating basis can volunteer to be the first substitutes assigned to secondary buildings on Elementary Early Release Days. These members will be paid their regular pay rate.

- 15.02 A. The paid holidays will be:
- Labor Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - December 24
 - December 25
 - December 26
 - December 31
 - January 1
 - Friday before Spring Break
 - Monday during Spring Break
 - Memorial Day

B. Cook Bakers and Helpers hired after July 1, 1992 will receive five (5) paid holidays:

| <u>For 0-4 years of service</u> | <u>for 5-10 years of service :</u> | <u>for 11+ years of service</u> |
|-------------------------------------|--|-------------------------------------|
| December 24 | Thanksgiving | Friday before Spring Break |
| December 25 | Friday after Thanksgiving | Thanksgiving |
| December 26 | December 24 | Friday after Thanksgiving |
| December 31 | December 25 | December 24 |
| January 1 | December 26 | December 15 |
| | December 31 | December 26 |
| | January 1 | December 31 |
| | | January 1 |

15.03 The member must have been employed (hired) and acquired seniority before and after the above days to be eligible for holiday payment.

15.04 Salary for holiday will be paid when the school day preceding and succeeding the holiday is worked. If the member indicates that illness was the cause of such absence, then the member may be required to furnish a doctor's statement certifying the illness within three (3) work days after such absence. An exception to this rule may be granted by the Board.

15.05 Seniority members will be paid their current rate based upon their regularly scheduled work day for said holidays.

15.06 When school is closed due to adverse weather conditions or any other conditions, members will not be expected to report to work but will be paid for a full work day with no deductions from the sick leave bank. Any member who is requested to report for work and reports as requested will be paid at the rate of time and one half for any hours so worked. In the event such a school day is rescheduled and such day includes a full day of school with lunches being served, members will be expected to work a regular day without pay for such re-scheduled day.

15.07 The hours of work will be determined by the Board. It is the understanding of the Parties that any determination of hours of work will not be considered as a guarantee of hours per day or week.

15.08 Meeting time, and inventory time will be recorded for compensation on the members time card. There shall be eight (8) Managers' meetings during the school year.

15.09 The manager of each school cafeteria will schedule relief periods for members who are employed six (6) hours or more per day. A relief period of not more than fifteen (15) minutes may be taken by eligible members. Relief periods will be taken at a time that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess; thus, it will not be used to cover a member's late arrival to work or early departure, nor will it be regarded as accumulative if not taken. Failure to take a relief period will not result in a lengthening of the lunch period or a shortening of the working day, unless specifically arranged with the immediate supervisor to cover unusual occasions.

- 15.10 The lunch period will be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular cafeteria. Members are entitled to eat a lunch provided by the Cafeteria Services. Each member working four (4) hours or more will be entitled to a paid fifteen (15) minute lunch period. Said paid lunch periods will be determined by the cafeteria supervisor.
- 15.11 In cases of emergency when a member is called in on a Saturday, Sunday, or holiday she/he will be guaranteed two (2) hours of work.
- 15.12 In cases of emergency when a member is called in on a Saturday, she/he will be paid time and one half (150%). When the member is called in on a holiday or Sunday, she/he will be paid double (200%) time.

ARTICLE 16 - VACATION

- 16.01 A A seniority member will earn credits toward vacation with pay in accordance with the following schedule based on their hourly rate during the fiscal year, July 1 to June 30.

| Years of Service | Vacation Days |
|------------------|---------------|
| Less than 1 | prorated |
| 1 | 4 |
| 2-3 | 6 |
| 4-5 | 8 |
| 6-7 | 10 |
| 8-10 | 11 |
| 11-13 | 13 |
| 14 or more | 16 |

- B. Cook/Baker and helpers hired as new employees after July 1, 1993 will receive no vacation with pay.
- C. Vacation days will be prorated on a monthly basis and a member must be on paid time for the majority of the work days to be eligible for vacation days for the month.
- 16.02 Vacations are to be taken during days when workdays are not scheduled and paid to the members at the end of the school year.
- 16.03 All members working under this Agreement will be paid vacation days on the basis of their rate per hour and hours per day of their regularly scheduled workday.
- 16.04 If a member is laid-off, quits, or retires, vacation pay will be prorated for the months worked during that fiscal year.

ARTICLE 17 - SICK LEAVE DAYS - APPROVED LEAVE DAYS

The Parties mutually recognize the requirement of security for the member in time of sickness, matters of emergency or other circumstances beyond the control of the member. Therefore, the following provisions are hereby established and each member will observe the spirit of these provisions in the use of any of the leave days provided herein.

- 17.01 The benefit of the sick leave allowance do not apply to participation in strike activities, demonstrations, or work slow downs or any other such actions that interfere with the operation of any facility of the District.
- 17.02 If the member receives Board provided compensation or any form of retirement disability and/or insurance protection and/or payment or any other type of sick leave income during such sick leave, then only the difference between the member's regular wage and such compensation will be paid.
- 17.03 Each seniority member, after working one (1) full pay period, will be allowed twelve (12) sick leave days per year earned at the rate of 6/5th days per calendar month. Sick leave earned during a work year is based upon a monthly pro-ration. Member(s) who regularly work less than full-time (seven hours per day) will accumulate sick leave pro-rated according to the average number of hours worked per day and months per year.

At the end of each fiscal year all such unused leave will be placed in the member's sick leave bank. Accumulation of sick leave days not used will be unlimited. The following conditions will apply to this type of leave with pay:

- A. Personal illness, injury or disability which will include disability caused by pregnancy or complications arising therefrom.
 - B. Emergency illness in the immediate family (mother, father, spouse, son, daughter, brother, sister, in-laws, grandparents, grandchild, or dependents) not to exceed five (5) days. A maximum of five (5) sick leave days may be granted under the provisions of this Article for illness in the immediate family which will be charged against the member's sick leave.
 - C. Death in the immediate family not to exceed five (5) days.
 - D. Death of any other member of the family no to exceed one (1) day.
- 17.04 As a part of the sick leave benefit, three (3) days per year may be used upon prior approval of the Board for approved leave days. Use of approved leave days will be deducted from sick leave allowance. Approved leave will be interpreted as that which requires the presence of the member at affairs that cannot be arranged for outside of business hours.
 - 17.05 Upon approval of the Board, no more than three (3) days of accumulated sick leave approved (leave) may be used annually for the following reasons:
 - A. Attendance at a ceremony awarding a degree to a person in the immediate family.
 - B. Attendance at the school graduation of a person in the immediate family.
 - C. Conducting affairs which cannot normally be handled outside school hours or the type of activity that requires the member's presence during school hours and is of such a nature that it cannot be attended to at a time when school is not in session.
 - 1. medical and dental appointments
 - 2. business or legal transactions
 - 3. urgent family matters

4. attendance at a funeral service of a person whose relationship to the member warrants such attendance, not to exceed one (1) day
5. religious obligations
6. professional business
7. emergency situations
8. personal business

17.06 An approved leave day will not be granted the last scheduled work day immediately before and the first scheduled work day immediately after any holiday or vacation period as well as the first or last week of the school year. An exception to this rule may be granted by the Superintendent/designee.

17.07 After working one full pay period, a seniority member may draw on her/his anticipated sick leave days for the balance of the current fiscal year, for a period not to exceed ten (10) calendar months. Sick days will be credited or returned on the basis of 1.2 days per employed month.

17.08 It is agreed that use of leave days will be strictly confined to legitimate purposes only. The parties agree that abuses which defeat the purpose for which sick leave days and approved leave days exist are in violation of proper and ethical standards and will be subject to appropriate discipline as deemed appropriate by the Board. Any member will be subject to discipline because of improper and unethical behavior.

17.09 Seniority member who regularly work less than full-time (seven hours) will accumulate sick leave pro-rated according to the average number of hours worked per day and months per year.

17.10 A seniority member will not accumulate sick leave during any month in which the member received pay for less than the majority of the scheduled working days in that month.

17.11 Any member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law will receive from the Board the differences between the allowance under the Worker's Compensation Law and the regular salary up to the member's current cumulative sick days with no deductions for sick days. The Board reserves the right at this time to review any Worker's Compensation case and at its discretion extend the period of paying the difference between the Worker's Compensation contribution and the member's full salary. Any member absent as stated above may not return to work until securing a release and a certified statement from a physician.

A member absent as stated above, if released by a doctor, may be assigned light duty work with the Board before the member is able to resume his/her regular position. A member may refuse light duty work without jeopardizing his/her employment rights.

Any member will automatically be entitled to seven (7) calendar days of coverage by the Board for any injury compensated under the Michigan Worker's Compensation Law with no deduction of sick days.

- A. Injuries will be reported by the member to the appropriate supervisor as soon as possible but not later than three (3) calendar days of the occurrence.

- B. Any member receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if she/he is required to report back to the doctor during working hours she/he will be paid for the time lost.
- 17.12 Sick leave will not be used for seeking other employment, rendering services or working with or without remuneration for themselves or for anyone else, for hunting, fishing, or other recreational activities, etc., or any other unacceptable reasons. The examples as stated above are by way of illustration only.
- 17.13 A member who has been absent three (3) consecutive days may be required to present a doctor's statement upon return to work. In cases of prolonged illness, a periodic report from the doctor may be required by the Board. In addition, a pattern of absences may also require a doctor's statement. Proof of any illness may be required if there is a pattern of documented abuse of sick leave.
- 17.14 All members will accumulate sick leave from the date they are hired. Probationary members can accumulate sick leave but cannot receive sick leave pay until the completion of their probationary period and then only on a pro-rated basis for the first year of employment and whatever time remains from the end of the first day of employment to the end of that fiscal year.
- 17.15 The Board will pay any seniority member called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family the difference between the amount received from jury duty and the regular pay. An member who receives witness or jury duty interview and appearance notice must notify her/his appropriate administrator within five (5) days of such notice. To be eligible for jury duty or witness pay differential, the member must furnish the Board with a written statement from the appropriate public official listing the amount and the dates she/he received pay for jury duty and witness fees.
- 17.16 ATTENDANCE INCENTIVE PROGRAM

- A. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Members will receive written notice of their accumulation at the end of each year on their pay check stub.
 - 1) A member who accumulated thirty-(30) or more sick days will be entitled to one (1) incentive day for the year.
 - 2) A member who accumulated fifty-five (55) or more days will be entitled to two (2) incentive days for the year.
 - 3) A member who accumulated eighty (80) or more sick days will be entitled to three (3) incentive days for the year.

- B. An incentive day may be used without specification. Application must be made at least five (5) days prior to the day of leave except in cases of emergency. All incentive days used will be deducted from the member's sick bank.
 - C. Not more than three (3) members will be excused under this section on any given day district wide. Priority will be established by order of receipt of the request in the Human Resources Office.
- 17.17 Paid leave days will not be charged when school is not in session.
- 17.18 A member may use up to thirty (30) days of her/his accumulated sick leave days for the purpose of adopting.
- 17.19. Beginning with the 2007/08 school year, a maximum of three (3) days of bereavement may be used for a death of a spouse, the individual's parents, sister, brother, or a son or daughter. Bereavement leave, meeting the above definition, will not be charged against the member's sick leave.

ARTICLE 18 SICK LEAVE BANK

The Board will cooperate in the operation of a Sick Leave Bank, "Bank". All Bargaining Unit members will participate in the Bank. The following limitations are established for participation in the Bank:

- 18.01 Each member will donate one (1) day of his/her sick leave to the Bank each year until the Bank exceeds three hundred (300) days. If the number of days in the Bank exceeds three hundred (300) days, then no collection will be required that year.
- 18.02 The President of the Association will meet with the Human Resources Office each year to see if additions will be made to the Bank at the beginning of each fiscal year according to the above limitations.
- 18.03 The first forty (40) work days of illness or disability will not be covered by the Bank but must be covered by the person's own accumulated sick leave or absence without pay. To apply for benefits from the Bank, a Association member must be a regular seniority member. While drawing sick leave benefits, a member cannot be receiving any other pay from the district, any district provided insurance program, social security, or government pension program.
- 18.04 A maximum of one hundred fifty (150) days each fiscal year can be drawn by a member from the Bank
- 18.05 Members withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank and for four (4) days deducted from his/her sick leave bank at the beginning of the next school year..
- 18.06 The Bank will be controlled by a committee composed of two (2) Association members selected by the Association, and two (2) administrators selected by the Board, but final authority in regards to the interpretation of this policy will rest with the Board.

- 18.07 A member drawing from the Bank will receive eighty percent (80%) of his/her regular hourly rate.
- 18.08 A Board appointed physician will determine the extent of convalescence and ability to return to work.
- 18.09 In cases of alleged abuse of the Bank, the Board will have the right to investigate and take appropriate action.
- 18.10 When a member stops drawing days from the Bank and returns to full time employment, the member's personal Sick Bank will be re-established at the rate of one-half (1/2) day per month for the balance of the fiscal year.
- 18.11. All deliberations of the Sick Bank committee are final and not subject to the grievance procedure.

ARTICLE 19 COMPENSATION

- 19.01 The acting manager will receive an additional one dollar and five cents (\$1.05) per hour when performing in the capacity of manager for each day of the manager's absence. In absences of five (5) consecutive days or more, the acting manager will receive the first year manager's rate, or the one dollar and five cents (\$1.05) per hour over the members regular rate whichever is greater. This rate will commence as of the sixth day.
- A. The duties of each classification will be defined as the Director of Cafeteria Services deems necessary.
 - B. A helper transferring to the Cook/Baker classification will be placed on a step which provides for an hourly rate increase.
 - C. Anyone transferring to a manager's position will be given a one-half year of experience on the salary schedule for each year of experience on the salary schedule for each year they have worked for the Rochester Community Schools Cafeteria Department. There is a maximum of two years of experience that will be granted.
 - D. Helper working in the capacity of a Cook/Baker on a temporary basis will receive an additional fifty cents (\$.50) per hour while performing in this capacity.
 - E. A Cook/Baker or manager working at a satellite or at a base kitchen location as a supervisor will receive an additional seventy-five cents (\$.75) per hour while performing in this capacity.

19.02 Banquet/Catering Schedule

Banquet/catering will be defined as food prepared outside of regular work hours. Compensation will be an additional one dollar and eighty cents (\$1.80) above the members current regular hourly rate as required by the Master Agreement. Compensation for overtime will be as required by Section 19.5 below and the Fair Labor Standards Act.

Members are encouraged to perform banquet/catering as described here. The District will offer banquet/catering work to members. If no member is available for work, the District may hire non-members as temporary workers.

- 19.03 All members will be paid a minimum of two (2) hours at their regular hourly rate for any required reporting to the building.
- 19.04 To be eligible for annual increments effective July 1st of each year, the first year member must have been employed on record as of the first (1st) working day of the preceding February.
- 19.05 Any regular assigned work hours over forty (40) hours per week will be paid at the rate of one and one-half (1 1/2) time of their regular rate per hour. (See attached salary schedule.) The regular weekly work schedule is Thursday to Wednesday.
- 19.06 Members who have successfully completed Levels One and Two of the Michigan State Wide Training Program will receive a stipend of two hundred dollars (\$200.00). It will be the responsibility of the members to make application for the additional compensation when they qualify for same.
- 19.07 In recognition of service to the District, a terminal leave payment as set forth below will be paid to the retiring member upon their retirement, provided the member will have been employed in the District for at least ten (10) complete years. The benefits of this provision will be consistent with the policies and regulations of the Michigan Public School Employees Retirement System (MSPERS). The payment will be one hundred sixty dollars (\$160.00) per year.
- 19.08 A member who is employed by the Rochester Community Schools for five (5) or more years and who retires, resigns, or dies will be compensated for unused sick leave days. Thirty-seven and one half percent (37.5%) of the members current daily rate will be paid for the unused earned sick leave days. This payment will be paid on the last regular paycheck the member receives. The maximum amount a member can receive under this plan is 5 years: \$3100.00, 10+ years: \$5600.00.
- 19.09 All members will be paid by time cards on 21 pays.
- 19.10 Any member required to drive a personal automobile as part of their responsibilities with the District, will be reimbursed for actual mileage driven at the IRS rate in effect on July 1st.
- 19.11 All members will be provided a meal.
- 19.12 The Board will provide a Special Pay Plan (IRS Section 403 (b)) for each member who retires, resigns, or dies. There will be no cost to the member for this benefit. Each member must meet the following qualifications to use the Special Pay Plan for payment under Sections 19.07 and 19.08. The qualifications are:
- A. The member must be fifty-five (55) years of age or older on December 31 of the year in which he/she retires.
 - B. The member must have been employed by the District for more than five (5) years.
 - C. The Special Pay Plan amount must exceed \$1,000.

- 19.13 The Salary Schedule increases are: 2006/07 0.0%; 2007/08 2.0%; and 2008/09 1.0% beginning January 1, 2009.
- 19.14 In the event that a health care study authorized in the Rochester Education Association contract recommends changes to their contract, both the Board and the Rochester Cafeteria Association agree to negotiate and if agreed upon, those changes will be implemented during 2008/2009.

Members Salary Schedule

2007-2008

| | MANAGER | COOK/BAKER | HELPER |
|------------------------------|---------|------------|--------|
| PROBATION | | 11.47 | 11.23 |
| 1 | 14.64 | 11.77 | 11.47 |
| 2 | 15.01 | 12.18 | 11.77 |
| 3 | 15.30 | 12.43 | 12.18 |
| 4 | 15.64 | 12.85 | |
| 5 | 16.07 | 13.21 | |
| Employees hired after 7/1/92 | | | |
| PROBATION | | COOK/BAKER | HELPER |
| 1 | | 10.61 | 10.40 |
| 2 | | 11.14 | 10.68 |
| 3 | | 11.41 | 11.14 |
| 4 | | 11.80 | 11.55 |
| 5 | | 12.27 | |

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there will be no stoppage or suspension of work because of such grievance. Such grievance will be submitted to the following grievance procedure:

A member or the Association herein called Grievant, may present a grievance to the Board or its designated representative. If an individual pursues a grievance without Association assistance, the Association will be provided by the Board a copy of the grievance and any response at all steps. The Association may at its option be present at all steps of the grievance procedure to state the Association's position. Any resolution of a grievance must be consistent with the terms of this Agreement.

Any issue (as defined above) that may present itself as a grievance may first be discussed with the cafeteria manager and/or the Supervisor of Cafeteria Services with the hopes of resolving said issue before being presented as a grievance as outlined below:

STEP ONE - Supervisor of Cafeteria Services

Within ten (10) working days of the completion of the cafeteria manager and/or Supervisor of Cafeteris Services step, the grievant must submit to the Supervisor of Cafeteria Services a signed, written "Statement of Grievance". The "Statement of Grievance" will name the grievant involved, will identify all the provisions of this Agreement alleged to be violated by appropriate reference, will state the contention of the grievant, will indicate the relief requested and will be signed by the grievant involved.

The Supervisor of Cafeteria Services will give the grievant an answer in writing no later than ten (10) working days after receipt of the written grievance.

STEP TWO - Director of Human Resources

If the grievance is not resolved in Step One, it must be submitted within five (5) working days of the Step One answer to the Director of Human Resources/designee. The Director of Human Resources/designee and the aggrieved employee and representatives of the Association will meet within ten (10) days in an attempt to resolve the matter. The Director of Human Resources/designee will render a written decision within ten (10) working days of the meeting of the parties.

STEP THREE - Arbitration

If the grievance remains unresolved at the conclusion of Step Two, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within fifteen (15) working days from the date of the Step Two decision.

The Association will file a Demand for Arbitration with the American Arbitration Association. The selection of the arbitrator and the conducting of the hearing will be in

accordance with the rules of the American Arbitration Association, which will likewise govern all aspects of the process.

POWERS OF THE ARBITRATOR

It will be the function of the arbitrator, and he/she will be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- A. He/she will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He/she will have no power to establish salary scales or change any salary except he/she may correct salary calculation or salary schedule placement.
- C. He/she will have no power to rule on any of the following:
 - (1) The termination of service of or failure to re-employ any probationary member except for legal Association activities.
 - (2) The placing of a probationary member on additional probation.
 - (3) Any matter involving member evaluation.
- D. He/she will have no power to change any practice, policy or rule of the Board not to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy rule or any action taken by the Board. Unless such practice, policy, rule or action violates this Agreement. His/her powers will be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she will not imply obligations and conditions binding upon the Board which does not arise from this Agreement. It being understood that any matter not specifically set forth herein remaining within the reserved rights of the Board.
- E. In rendering decisions, an arbitrator will give due regard to the responsibility of management and will so construe the Agreement that there will be not interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. If either Party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator will decide whether the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it will be referred back to the Parties without decision or recommendation on its merits.
- G. There will be no appeal from an arbitrator's decision if within the scope of his/her authority. It will be binding on the Association, and the Board.

- H. The fees and expense of the arbitrator will be shared equally by the Parties. All other expenses will be borne by the Party incurring them, and neither Party will be responsible for the expense of witnesses called by the other, except witnesses and the grievant will be released without loss of wages.
 - I. Claims for Back Pay: All grievances must be instituted within thirty (30) days from the time the alleged violation was to have occurred. The Board will not be required to pay back wages more than thirty (30) working days prior to the date a written grievance is filed.
 - (1) All claims for back wages will be limited to the amount of wages that the member would otherwise have earned.
 - (2) No decision in any one case will require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.
- 20.02 The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- 20.03 The failure of the grievant to proceed from one step of the grievance procedure to the next within the time limits set forth will be deemed to be an acceptance of the decision previously rendered and will constitute a waiver of any appeal concerning the particular grievance.
- 20.04 The failure of an administrator to communicate his/her decision to the member within the specified time limits will permit the member to proceed to the next step in the grievance procedure if they so desire.
- 20.05 It will be the general practice of all Parties to process grievances during times which do not interfere with or cause interruption of the member's work program. Released time will be granted only upon mutual consent of the grievant and the Board. Such released time will be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representation.
- 20.06 A grievance may be withdrawn at any step without precedence and without prejudice. Once a grievance is withdrawn without precedence it may not be refiled. However, a new grievance may be filed if the Board repeats the action that was the basis for the original grievance.
- 20.07 The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- 20.08 Any alleged grievance occurring during the period between the termination date of the Agreement and the effective date of a new Agreement will not be subject to arbitration except if a new contract comes into effect before the expiration of the grievance procedure.

- 20.09 In the event the alleged grievance involves an order, requirements, etc., the grievant will fulfill and carry out any such order, requirement, etc., pending final decision of the grievance.
- 20.10 Any written agreement reached between the Board and the Association is binding upon all members affected and cannot be changed by a member.
- 20.11 Members of the Bargaining Unit will follow all written and verbal directions even if such directions are allegedly in conflict with the provisions of this Agreement. Compliance with such directions will not in any way prejudice the Association's or member's right to file a grievance within the time limits contained herein nor will the compliance affect the ultimate resolution of the grievance.
- 20.12 Except as set forth above, no Association representative or any other member will be granted time off for the purpose of handling Association matters, affairs, or grievances unless specific permission has been granted by the Board.
- 20.13 The Board will have the responsibility of establishing the "Statement of Grievance" form for use by members and will make said forms available to members.
- 20.14 The Board further agrees to supply available information, when feasible, which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records.
- 20.15 The Association agrees to supply all information which the Board requests to process any grievance or complaint.

ARTICLE 21 - ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association constitutes the entire Agreement between the parties. Any amendments or Agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 22 - WAIVER

- 22.01 The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set for the life of this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the rights and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.
- 22.02 The parties agree that this Agreement is intended to be in compliance with state law. Therefore, changes in state laws that impact wages, hours, and/or terms and

conditions of employment, not addressed herein will be referred to Special Conference as provided in this Agreement.

ARTICLE 23 - NO STRIKE

- 23.01 The Association and the Board recognize that the cessation or interruption of services by members is contrary to law and public policy. The Board and the Association agree that all differences between them will be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the members agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence of an member from his/her position, or stoppage of work, or abstinence, in whole or in part, by any member or group of members) and pledge themselves to the purpose of insuring continuation of the work program. Accordingly, the Board agrees to see that there will be no lock-out initiated against members.
- 23.02 The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board regarding the administration of this contract or any grievance filed thereunder.
- 23.03 Violation of this Article by any member or group of members will constitute just cause for the imposition of discipline or penalties. The Board in the event of violation of this Article will have the right in addition to the foregoing and any other remedies available at law to demand injunctive relief and damages against the Association. Further, any member involved may be subject to disciplinary action without recourse to the grievance procedure.
- 23.04 In the event of any such violation of this Article, the Association will endeavor to return the members to work as expediently and quickly as possible by:
- A. The Association will take prompt, affirmative action to prevent strikes and picketing, or any other action as described above by notifying the members and public that the Association disavows their actions.
 - B. Delivery immediately to the Board of a notice addressed to all members repudiating such acts of the members and ordering them to cease such acts and to return to work.
 - C. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- 23.05 No members will willfully absent herself/himself from her/his position, abstain from the faithful performance of her/his duties, interfere with the rights and the privileges or obligations of employment, nor resort to a strike, tie-up, or slowdown as set forth in this Article and by law as provided elsewhere and as stated in Act 379.
- 23.06 There will be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.
- 23.07 Should differences arise between the Board and the Association and/or members as to the interpretation or application of the provisions of this Agreement or should any dispute of any kind arise, it is agreed that there should be no work stoppage, walk-out, or slow-

downs, picketing, etc., or any other type of concerted action until the entire grievance procedure has been exhausted and said situation resolved.

ARTICLE 24 - BOARD'S RIGHTS

- 24.01 Nothing contained herein will be considered to deny or restrict the Board of its right, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- 24.02 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, will continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights will include, by way of illustration and not by way of limitation, the right to:
- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 - B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
 - C. Direct the working forces, including the right to hire, promote, suspend, and discharge members, transfer, members, assign work or duties to members, determine the size of the work force and to lay-off members, but not conflict with the provisions of this Agreement.
 - D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - E. Adopt reasonable rules and regulations.
 - F. Determine the qualifications of members, including physical conditions.
 - G. Determine the number and location or re-location of its facilities, including the establishment or re-location of new schools, buildings, departments, divisions or subdivisions thereof and the re-location or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - H. Determine the placement of operations, production, service, maintenance, or distribution of work, assignment or reassignment of personnel, and the source of materials and supplies.

- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board will not abridge any rights from members as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of members providing that such selection will be based upon lawful criteria, and not in conflict with this Agreement.
- L. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
- M. Executive management and administrative control of the school system and its properties and facilities and the activities of its members during working hours.
- N. Hire all members, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such members.
- O. Establish hiring procedures and qualifications.
- P. Establish course of instruction and in-service training program for members.
- Q. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of members.
- R. Will continue the right to determine and re-determine job content.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this Agreement.

24.03 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, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

24.04 Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of members including but not limited to the following: transfers, assignments, re-assignment, promotions, job content, distribution of work, hiring, in-service, suspension and discharge, evaluation and re-evaluation of qualifications of members, etc., are vested exclusively in the Board.

- 24.05 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- 24.06 Nothing in this Agreement will be construed to limit the powers and responsibilities conferred upon the Board under the laws and Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code are preserved.
- 24.07 The listing of specific management rights in this Agreement is not intended to be, nor will it be, restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 25 - MEMBER RIGHTS AND RESPONSIBILITIES

- 25.01 All members are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the District. Members, therefore, are responsible to discharge their work assignments with professional proficiency and make a conscientious effort to meet all the reasonable demands of the Board.
- 25.02 Members are required to display exemplary behavior as an example to students, parents, community and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.
- 25.03 **NON-DISCRIMINATION:**
- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every member of the Board will have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiation and other lawful activities.
- 1) The Board agrees that it will not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by said Act 379, other laws of Michigan, and the Constitutions of Michigan and the United States.
- 2) The Board agrees that it will not discriminate against any member for his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B. The Board agrees that it will in no way discriminate against or between members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- 25.04 A member will have the right to schedule an appointment and to review the contents of all records excluding initial references of the District pertaining to said member originating after initial employment and to have a representative of the Association accompany her/him in such review.

25.05 Members will have the privilege to payroll deductions for the following items:

- A. Association dues, MEA-PAC, NEA-PAC contributions
- B. Tax-sheltered mutual funds (custodial account) and tax-sheltered annuity: two (2) deductions up to seventeen (17) mutually agreed upon companies, one (1) of which will be MEA Financial Services.
- C. Credit Union
- D. United Fund Foundation
- E. Savings Bonds
- F. Other deductions approved by the Board
- G. Agency Shop fees and/or dues.
- H. Section 125 - Flexible Spending ("Rainbow Plan")
- I. Universal Life
- J. Long Term Care
- K. MSPERS Tax-deferred payments, if offered by MSPERS

During the 2007-08 school year, a joint committee composed of two members of the Administration and up to two members appointed by the Rochester Cafeteria Association will investigate the availability of a no-load program that monitors employee accounts and meets the requirements of the Internal revenue System (IRS). Pending the conditions cited above, two of these no-load companies can be added to the District's list

ARTICLE 26 - REPRESENTATION

- 26.01 The Association will furnish the Board with the names of its officers and representatives when elected and such changes as may occur from time-to-time in such personnel so that the Board may at all times be advised of the authority of the individual representatives with whom it may be dealing.
- 26.02 The Association will be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association will also have the right to use the school mail delivery.
- 26.03 The Association and its members may have the right to use school buildings and facilities for meetings in accordance with school policy.
- 26.04 Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it will not interfere with or interrupt normal school operation and that said representative(s) has the permission of the building principal/supervisor. Such business will be transacted in private.
- 26.05 The Board agrees to furnish, when practicable, to the Association in response to reasonable requests from time-to-time public information concerning the financial resources of the District.

- 26.06 Neither the Association nor any of the officers nor any other representatives of the Association or of the members will advise or direct members to disregard the instructions and/or directions of the Board.
- 26.07 The Association officers will be granted a total of eighty (80) hours per fiscal year, without loss of pay or charge to leave time, for the conduct of Association business, including attendance at Association meetings. Appropriate written notice will be given to the Office of Human Resources and the immediate supervisor so that a substitute may be secured if necessary. All requests for Association business must be approved by the President of the Association.

ARTICLE 27 - MISCELLANEOUS

- 27.01 A. If any provision of this Agreement or any application of the Agreement to any member or group of members will be found contrary to law, then such provisions of applications will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. In addition, it is further agreed that the Association and Board will meet within 30 days to resolve the situation.
- 27.02 The Board may, at its discretion, require that members provide medical data from the member's doctor for any illness or injury which has resulted in the loss of three (3) or more work days or any other type of absences(s) that the Board deems necessary.
- 27.03 Present Board policies or any future policies governing working conditions will continue in effect unless modified by the provisions of this Agreement.
- 27.04 Nothing in this Agreement will limit in any way the right of administrators and/or supervisors to perform Bargaining Unit work.
- 27.05 The Board will have the exclusive right to establish, modify, adjust, or change working conditions or any other conditions it deems necessary for temporary and/or experimental work schedules, assignments, hours, etc., included but not limited to new and/or different methods of operation, technological or innovative approaches in the over-all work operation of the District that the Board would like to make part of its operation.

ARTICLE 28 - AGENCY SHOP

To the extent that the Laws of the State of Michigan permit, it is agreed that:

- 28.01 Each member who, on the effective date of this Agreement, is a member of the Association and has authorized dues deductions will do so with the understanding that the deductions will continue for the length of the Agreement.
- 28.02 Present members, members hired (except probationary), rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement will be required, as a condition of continued employment, to become members of the Association or pay a service fee (not including initiation fees, reinstatement fees,

assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues on or before the 30th working day after the beginning of their employment in the unit or before the 10th working day following the 30th work day following the effective date of this Agreement.

28.03 During the terms of this Agreement, any employee in the Bargaining Unit who is not a member and does not make application for membership will, as a condition of employment, on or before the 30th working day after their employment, pay to the Association a service charge (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues as a service fee. Employees who fail to comply with this requirement will be subject to discharge by the Board. The Parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

28.04 The procedure in all cases of discharge for violation of this Section will be as follows:

- A. The Association will notify the employee of non-compliance by certified mail, return receipt requested. Said notice will detail the non-compliance and will provide ten (10) days for compliance and will further advise the employee that a request for discharge may be filed with the Board in the event compliance is not effected.
- B. If the employee fails to comply, the Association may file charges, in writing, with the Board and will request termination of employment.
- C. The Board, upon receipt of said charges and request for termination, will immediately notify said employee that her/his services will be discontinued at the end of twenty (20) days. In the event of compliance at any time prior to discharge, charges will be withdrawn.

28.05 The Association agrees it will protect, indemnify, and save the Board harmless against any and all claims, demands, costs, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board, for the purposes of complying with this Article.

28.06 The interpretation, application, administration, and enforcement of this Article will be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and to the extent that it does not conflict with any Federal or State Laws.

28.07 The Parties recognize that any employee may exercise her/his choice of either to join the Association or pay a service fee.

ARTICLE 29 - ASSOCIATION DUES & CHECK OFF

29.01 Members may tender the membership dues (not including fines or assessments) or service fee by signing a payroll authorization dues deduction card or may pay the same directly to the Association.

- 29.02 The Board agrees to make twice-monthly collection of Association dues (not including fines or assessments) or service fees for any members submitting a signed payroll deduction authorization (see Section 29.05) to the Board and to pay over to the Association the total amount thus deducted from all such members.
- 29.03 **DEDUCTIONS:**
Deductions will be made only in accordance with the provisions of said "Authorization for Payroll Deduction" forms together with the provisions of the Agreement. The Board will have no responsibility for the collection of initiation fees, reinstatement fees, assessments, fines, penalties, or any other deductions not in accordance with this Section.
- 29.04 **ASSOCIATION NOTIFICATION TO THE BOARD:**
The Association will notify the Board in writing of any membership dues or service fees certified by the Association as the uniform dues or service fees required of the Bargaining Unit members.
- 29.05 **DELIVERY OF PAYROLL DEDUCTION FORM**
A properly executed copy of such "Authorization for Payroll Deduction" form for each member for whom Association membership dues or service fees are to be deducted hereunder will be delivered to the Board before any payroll deductions are made. Deductions will be made thereafter for those forms properly executed and in effect. Any "Authorization for Payroll Deduction" form which is incomplete or in error will be returned to the Association treasurer by the Board.
- 29.06 **WHEN DEDUCTION BEGINS:**
Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms will become effective at the time the application is tendered to the Board and will be deducted from the succeeding pay and each pay thereafter.
- 29.07 **REFUNDS**
In cases when a deduction is made that duplicates a payment that a member already has made to the Association or in any other situation that a refund is demanded, said refunds will be made by the Association.
- 29.08 **REMITTANCE OF DUES TO ASSOCIATION TREASURER:**
Deductions from any pay will be remitted by the Board to the Association treasurer as soon as possible after the appropriate pay period.
- 29.09 **TERMINATION OF PAYROLL DEDUCTION:**
A member will cease to be subject to payroll deductions beginning with the pay immediately following the month in which the member is no longer a member of the Bargaining Unit. Any member may voluntarily cancel or revoke her/his "Authorization for Payroll Deduction" upon written notice to the Board and the Association.
- 29.10 **LIST OF MEMBERS PAYING DUES DIRECTLY:**
The Association will furnish the Board, upon request, the names of all members paying dues or service fees directly to the local Association.

29.11 **LIMIT OF BOARD'S LIABILITY:**

The Board will not be liable for any errors or losses in the administration of this Article. The Board will not be liable for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by the members. Further, Michigan Education Association will protect, indemnify and save the Board harmless against any and all claims, demands, costs, suits, and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.

29.12 The Board will furnish to the secretary of the Association a twice monthly list of all new hires and terminations in addition to a list of all members for whom payroll deductions have been made.

AUTHORIZATION FOR PAYROLL DEDUCTION:

The Association will provide the Board with appropriate payroll deduction forms.

ARTICLE 30 – MEMBERS EVALUATION

30.01 The evaluation will be conducted by the immediate supervisor.

30.02 Following each formal evaluation, which will include a conference with the evaluator, the member will sign and be given a copy of the evaluation report prepared by the evaluator. In no case will the member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the member's personnel file.

30.03 The member may disagree with any portion of the evaluation and state in writing the reason(s) for the disagreement, within ten (10) working days. The written statement of disagreement will become part of the evaluation.

30.04 An evaluation of “does not meet expectations” by the immediate supervisor will require justification and substantiation, together with suggestions and timelines for improvement.

30.05 **PROCEDURE**

A. Beginning with the 2007/08 school year, the Evaluation Form agreed upon by the parties is to be completed by the member’s supervisor prior to the end of a probationary period and at least once every four (4) years thereafter. The immediate supervisor will confer with the member and provide the member with a copy of the evaluation.

B. Evaluations must be completed by May 1 of the evaluation cycle.

C. If a member is not evaluated in the time limit set above, it will be considered as being evidence that the member’s performance consistently meets or exceeds expectations.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Association and supersedes all prior agreements and cancels all previous agreements, verbal or written or based on alleged past practices, between the parties and will become of full force and effect from July 1, 2006 and will continue in full force and effect until midnight, June 30, 2009, and from year-to-year thereafter unless either party hereto will give the other party at least sixty (60) days written notice, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to negotiate a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 24 day of September 2007.

Rochester Cafeteria Assoc., MEA/NEA

Rochester Board of Education

Joanne Grant
President

Darlene Janulis
President

Shirleen Bracken
Vice President

Michelle Shepherd
Secretary

Sue Smith
Secretary

David Pruneau
Superintendent

Beverly Smith
Treasurer

James F. Munroe
Executive Director

Members of the Cafeteria Assoc. Negotiating Team
Joanne Grant, President
Shirleen Bracken, Vice President
Sue Smith, Secretary
Beverly Smith, Treasurer
James F. Munroe, Executive Director

Members of the District Negotiating Team
John Dietz, Assistant Superintendent Business
Jerry Rauch, Supervisor

ROCHESTER COMMUNITY SCHOOLS BOARD OF EDUCATION
Darlene Janulis, President
Anna Reseigh, Vice President
Michelle Shepherd, Secretary
Barb Cenko, Treasurer
Steven Kovacs, Trustee
Michael Reno, Trustee
Tim Greimel, Trustee

Memorandum of Agreement

2007/08 #1

This memorandum is to verify a mutual agreement that was reached between the Rochester Community Schools Board of Education and the Rochester Cafeteria Association.

It is agreed and understood that the supplemental position of Point of Sale Assistant (POSA) will be continued for the 2007/08 school year, only. This position will be a two (2) hour add-on position and paid at Step 3 of the Cook/Baker Classification. This position will be exempt from the requirements contained in Section 12.02 B, Section 12.02 B, 12.03, and 12.04, unless he/she was already receiving benefits. Only RCA members may apply for this supplemental position if it becomes vacant and they will be interviewed by the Director of Human Resources/Designee, the Supervisor of Food Services, the RCA President and another RCA officer. The interview committee will recommend the final candidate(s) to the Supervisor to the Food Service for final determination in hiring.

For the Association

For the Board

President

Director, Human Resources

Dated: _____

Dated: _____

APPENDIX A – Community Blue PPO

In-Network

Out-of-Network

Preventive Services – Limited to \$250 per calendar year

| | | |
|---|--|-------------|
| Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures | Covered – 100%, one per calendar year | Not covered |
| Annual Gynecological Exam | Covered – 100%, one per calendar year | Not covered |
| Pap Smear Screening – laboratory services only | Covered – 100%, one per calendar year | Not covered |
| Well-Baby and Child Care | Covered – 100% <ul style="list-style-type: none"> • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15 | Not covered |
| Immunizations | Covered – 100%, up through age 16 | Not covered |
| Fecal Occult Blood Screening | Covered – 100%, one per calendar year | Not covered |
| Flexible Sigmoidoscopy Exam | Covered – 100%, one per calendar year | Not covered |
| Prostate Specific Antigen (PSA) Screening | Covered – 100%, one per calendar year | Not covered |

Mammography

| | | |
|--|----------------|--------------------------------|
| Mammography Screening | Covered – 100% | Covered – 80% after deductible |
| One per calendar year, no age restrictions | | |

Physician Office Services

| | | |
|----------------------------|----------------------|---|
| Office Visits | Covered – \$20 copay | Covered – 80% after deductible, must be medically necessary |
| Outpatient and Home Visits | Covered – 100% | Covered – 80% after deductible, must be medically necessary |
| Office Consultations | Covered – \$20 copay | Covered – 80% after deductible, must be medically necessary |
| Urgent Care Visits | Covered – \$20 copay | Covered – 80% after deductible, must be medically necessary |

Emergency Medical Care

| | | |
|--|--|--|
| Hospital Emergency Room | Covered – \$75 copay, waived if admitted or for an accidental injury | Covered – \$75 copay, waived if admitted or for an accidental injury |
| Ambulance Services – medically necessary | Covered – 100% | Covered – 100% |

Diagnostic Services

| | | |
|--------------------------------|----------------|--------------------------------|
| Laboratory and Pathology Tests | Covered – 100% | Covered – 80% after deductible |
| Diagnostic Tests and X-rays | Covered – 100% | Covered – 80% after deductible |
| Radiation Therapy | Covered – 100% | Covered – 80% after deductible |

Maternity Services Provided by a Physician

| | | |
|---|----------------|--------------------------------|
| Pre-Natal and Post-Natal Care | Covered – 100% | Covered – 80% after deductible |
| Includes care provided by a certified nurse midwife | | |
| Delivery and Nursery Care | Covered – 100% | Covered – 80% after deductible |
| Includes delivery provided by a certified nurse midwife | | |

Hospital Care

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

Alternatives to Hospital Care

| | | |
|---|----------------|----------------|
| Skilled Nursing Care | Covered – 100% | Covered – 100% |
| Up to 120 days per calendar year | | |
| Hospice Care | Covered – 100% | Covered – 100% |
| Limited to lifetime dollar maximum which is adjusted periodically | | |
| Home Health Care | Covered – 100% | Covered – 100% |
| Unlimited visits | | |

Surgical Services

| | | |
|--|----------------|--------------------------------|
| Surgery – includes related surgical services | Covered – 100% | Covered – 80% after deductible |
| Voluntary Sterilization | Covered – 100% | Covered – 80% after deductible |

In-Network

Out-of-Network

Human Organ Transplants

| | | |
|---|---|--|
| Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504) | Covered – 100% | Covered – in designated facilities only |
| | Up to \$1 million maximum per transplant type | |
| Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies | Covered – 100% | Covered – 80% after deductible |
| Kidney, Cornea and Skin | Covered – 100% | Covered – 80% after deductible |

Mental Health Care and Substance Abuse Treatment

| | | |
|--|--|--------------------------------|
| Inpatient Mental Health Care | Covered – 80% | Covered – 80% after deductible |
| | Unlimited days | |
| Inpatient Substance Abuse Treatment | Covered – 80% | Covered – 80% after deductible |
| | Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum | |
| Outpatient Mental Health Care • Facility and Clinic • Physician’s Office | Covered – 80% | Covered – 80% |
| | Covered – 80% | Covered – 80% after deductible |
| Outpatient Substance Abuse Treatment – in approved facilities | Covered – 80% | Covered – 80% |
| | Up to the state-dollar amount which is adjusted annually | |

Other Services

| | | |
|---|--|--------------------------------|
| Outpatient Diabetes Management Program (ODMP) | Covered – 100% | Covered – 80% after deductible |
| Allergy Testing and Therapy | Covered – 100% | Covered – 80% after deductible |
| Chiropractic Spinal Manipulation | Covered – \$20 co pay | Covered – 80% after deductible |
| | Up to 24 visits per calendar year | |
| Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician’s Office – excludes speech and occupational therapy | Covered – 100% | Covered – 100% |
| | Covered – 100% | Covered – 80% after deductible |
| | A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician’s office | |
| Durable Medical Equipment | Covered – 100% | Covered – 100% |
| Prosthetic and Orthotic Appliances | Covered – 100% | Covered – 100% |
| Private Duty Nursing | Covered – 50% | Covered – 50% |

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider’s charge.

| | | |
|--|---|---|
| Deductible | None | \$250 per member, \$500 family per calendar year |
| Copays • Fixed Dollar Copays • Percent Copays | \$20 for office visits and \$75 for emergency room visits | \$75 for emergency room visits |
| | 20% for mental health care, substance abuse treatment and 50% private duty nursing | 20% for general services and for mental health care, substance abuse treatment and 50% private duty nursing Note: Services without a network are covered at the in-network level. |
| Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays | None | None |
| | Not applicable | \$2,000 per member, \$4,000 family per calendar year |
| Dollar Maximums | \$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services | |

| | |
|--|--|
| Rider XVA, 2 Excludes Voluntary Abortions | Excludes benefits for voluntary abortions. |
|--|--|

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

67447-002,003 effective 01-01-05/GWC ABS 09-29-04 CB-1

APPENDIX B – Basic Certificates and Riders

| Certificate/Rider | Number | Benefit Description |
|---|--------|---|
| Rider ASFP, Ambulatory Surgery Facility Program | 5821 | Extends benefits to cover outpatient surgery performed in a Blue Cross Blue Shield approved ambulatory surgery facility (a freestanding outpatient surgical facility) |
| Rider BCP-PPO BlueCard PPO Program | 5646 | Allows BCBSM BlueCard Program PPO members to receive healthcare services in other states through the BlueCard Program. If covered services are received from an out-of-state BlueCard participating PPO Provider, the host plan will pay the provider and not reduce its payment by the amount specified under the certificate for services provided by a non-network provider. |
| Rider BMT Bone Marrow Transplants | 4398 | Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield. |
| Rider CNM Certified Nurse Midwife | 6600 | Allows for specific services provided by a certified nurse midwife including the normal vaginal delivery in an inpatient hospital setting or Blue Cross Blue Shield approved birthing center. Pre- and post-natal care and PAP smear during the six-week visit are also covered when these services are a part of the members coverage. |
| Rider CNP Certified Nurse Practitioner | 3687 | Allows payment to participating certified nurse practitioners for services covered by the member's group health plan when provided in any location except a hospital setting. |
| Rider CRNA Certified Registered Nurse Anesthetist | 5385 | Includes certified registered nurse anesthetists (CRNA) as professional providers and pays them directly for covered anesthesia services |
| Rider DC Dependent Continuation | 4656 | Allows members to continue group coverage for dependent children between the ages of 19-25 when eligibility requirements are met. |
| Rider ESRD End State Renal Disease | 5423 | Clarifies when Blue Cross Blue Shield benefits for the hemodialysis and peritoneal dialysis are available for members with End Stage Renal Disease (ESRD) |
| Rider GCO Group Continuation Option | 9770 | Clarifies a member's eligibility rights to continue group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) |
| Rider GLE-1 General Limitations and Exclusions | 9930 | Excludes benefits for services, care, devices, or supplies considered experimental or research in nature. |
| Rider HIT Home Infusion Therapy | 5589 | Changes how BCBSM covers home infusion therapy services under the member's home health care benefit. |
| Rider HMN Home Medical Necessity | 5227 | Establishes the criteria Blue Cross Blue Shield uses to define a hospital medical necessity. |
| Rider ICMP Individual Case Management Program | 6003 | Adds benefits for services provided on an exception basis to eligible members who, along with their physician, agree to treatment under an Alternative Benefit Plan intended to |

| | | |
|--|------|---|
| | | provide quality care under lower-cost alternatives. |
| Rider MLOS Maternity Length of Stay | 5819 | Clarifies federal law regarding hospital lengths of stay for mothers or newborn children following childbirth. |
| Rider ODMF Outpatient Diabetes Management Program | 2592 | Provides or clarifies coverage for selected services for treatment and self-management of diabetes. |
| Rider PTF-S Physical Therapy in Freestanding Facilities | 7292 | Allows payable physical therapy, occupational or functional therapy and speech therapy services to be covered in a participating freestanding facility. |
| Rider PTS Physical Therapy Services | 6217 | Allows payment to independent physical therapists for covered physical therapy, occupational, or functional therapy and speech therapy. |
| Rider RAPS Reimbursement Agreement for Professional Services | 7469 | Establishes reimbursement levels for covered professional services. |
| Rider ROMS Reimbursement for Optometrists Medical Services | 1271 | Allows payment for medical and surgical procedures performed by an optometrist. |
| Rider SD | 4651 | Allows members to continue coverage for dependents over 19 years of age who do not meet the eligibility requirements for rider DC or FC. Member is responsible for additional charge per sponsored dependent member |
| Rider SOCT Specified Oncology Clinical Trials | 5401 | Provides coverage for pre-approved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during the approved clinical trial. |
| Rider SOT-PE Specified Organ Transplants in Designated Facilities | 9909 | Adds coverage for specified human organ transplants and related services in Blue Cross Blue Shield designated facilities. Requires prior approval by Blue Cross Blue Shield. |
| Rider SUBRO2 Subrogation | 5220 | Clarifies Blue Cross Blue Shield's subrogation rights. |
| Rider XVA-2 Excludes Voluntary Abortion | 5410 | Excludes benefits for any services related to an abortion except for spontaneous abortion, or to prevent the death of the women upon whom the abortion is performed. BCBSM does pay for services or supplies to treat complications from an abortion. |
| Rider ECIP | ECP | Allows payment for licensed psychologists in an in-patient hospital setting. |

| Community Blue PPO Certificates and Riders | | |
|--|------|---|
| Community Blue Group Benefits Certificate | 6225 | Provides hospital, medical-surgical, and select preventative services under a Preferred Provider Organization (PPO) arrangement, subject to a \$5 million lifetime maximum. In-network, members have a \$10 co-pay for select office services, a \$50 co-pay for emergency room visits and a 50% co-pay for all mental health care, substance abuse treatment and private duty nursing. When members choose to go outside the network, there is a \$250 per member. \$500 family deductible, a 20% out-of-network co-pay, a \$50 co-pay for emergency room and a 50% co-pay for all mental health care, substance abuse treatment and private duty nursing. Preventative care is not covered out-of-network. |
| Rider CB-ET \$75 Emergency Treatment Co-pay Requirement | 5807 | Increases emergency room co-pay from \$50 to \$75 per visit. |
| Rider CB-MH 20% Mental Health/Substance Abuse Treatment Co-pay Requirement | 5811 | Decreases co-pay to 20% for mental health care services and substance abuse treatment provided by both network and non-network providers. |
| Rider CB-MHP Mental Health Parity | 5515 | Eliminates annual and lifetime maximums for mental health care. Note: The separate annual and lifetime maximums still apply to substance abuse treatment. |
| Rider CB-OV\$15 Office Visit Co-pay Requirement | 5794 | Increases fixed dollar co-pay for office visits in a network physician's office from \$10 to \$15. |
| Rider CB-PCB Preventative Care Benefits | 6603 | Adds the following laboratory and radiology services to the list of preventative care services: <ul style="list-style-type: none"> • Chemical Profile • Complete blood count • Urinalysis • Chest X-ray • EKG One of each test per member, per calendar year is covered when performed by a network provider, with no age restrictions. These benefits are subject to the annual \$250 Preventative Care Benefits maximum. |

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