

LETTER OF AGREEMENT

Manistee Area Public Schools

And

Local 2810, Manistee Schools' Office Clerical Employees,

Affiliated with Michigan Council 25 AFSCME, AFL-CIO

(One Year Extension of the Collective Bargaining Agreement)

The Manistee Area Public Schools ("District") and Local 2810, Manistee Schools' Office Clerical Employees affiliated with Michigan Council 25 AFSCME, AFL-CIO ("Union") hereby agree as follows with respect to extending their collective bargaining agreement ("Agreement") one year to and including June 30, 2021.

1. **Article 23 Section A, Sick Leave.** To bring the paid sick leave provisions of the collective bargaining agreement in compliance with the Michigan Paid Medical Leave Act, MCL 408.961, Section A below will be substituted for the Section A in the expired Agreement:

Section A. Paid Sick Leave. Each Full-Term bargaining unit employee shall be provided with twelve (12) days, and School-Term Employees shall be provided with eleven (11) days, of paid sick leave at the beginning of July 1—the start of the "benefit year". A day of sick leave shall be based on the employee's regularly scheduled daily hours. During the first year of employment starting July 1, he/she shall be granted the twelve days for Full-Term employees and eleven days for School-Term employees, immediately upon employment with 1' understanding that should the employee leave the employment of the school district before completing a full year and use more than his/her earned prorated sick leave (one day per month), then the Employer shall deduct the excess sick days used from the final paycheck. For employees hired during a benefit year, the District will prorate the paid medical leave that is provided under this subsection. Accrued paid sick leave may be used in one-half day increments. Sick leave may be accumulated to a total of ninety (90) days. If requested by the Employer to provide supporting documentation, an employee will have at least three (3) work days to provide the requested documentation.

1. Paid sick leave may be taken for the following reasons:

- **The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.**
- **The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee. (Employee's family member includes biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child; grandparent; grandchild; a biological, foster or adopted sibling. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.)**
- **If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault; the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.**
- **For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency.**

- 2. Article 32 Section A, Hospitalization and Health Care Coverage.** The District shall pay up to the applicable (single, 2-person, family) maximum State set hard cap amount, effective January 1, 2020, for health care and shall pay the premium costs for

dental and/or vision coverage(s) for all full-year employees and their eligible dependents. The District shall pay up to the maximum single-subscriber State set hard cap amount effective January 1, 2020, for health care and shall pay the premium cost for single coverage for dental and/or vision insurance coverage(s) for school-term employees. Article 32 A will be changed as follows to update the language consistent with District's current insurance benefit program:

**ARTICLE 32 – HOSPITALIZATION AND HEALTH CARE
COVERAGE**

A. Upon application by the employee, the Board will provide hospitalization and health care insurance and dental and vision insurances for all full-year employees and eligible dependents. The Employer shall pay up to the applicable (single, 2-person, family) maximum State set hard cap amount for the health care. **The employee shall be responsible for all health care premium costs over the State set hard cap. In addition, the Board shall pay the premium amount for dental, and/or vision coverage(s) selected by the employee.**

The same hospitalization and health care insurance and dental and vision insurances shall be made available to *school-term employees* on a single subscriber basis. The Employer shall pay up to the maximum single-subscriber State set hard cap amount for the health care. **The employee shall be responsible for all health care premium costs over the State set hard cap for single coverage. In addition, the Board shall pay the premium cost for single dental, and/or vision coverage(s) selected by the employee. Should the employee elect to include eligible family members under the health care insurance coverage, the Board shall pay 75% of the total cost of the State set hard cap for 2-person or family coverage, and the remaining 25% shall be paid by the employee. The Board will also pay 75% of the cost for 2-person or family dental and/or vision insurance coverage, and the remaining 25% shall be paid by the employee.**

Any employee contribution(s) toward the insurance coverages will be paid through payroll deductions.

The current carrier and current two plans at the time of the effective date of this contract are the carrier and plan(s) available to employees. This insurance carrier shall be reviewed at the request of either party to assure optimum coverage at the best price. This carrier may be changed by mutual agreement.

3. **Article 39, Appendix A.** Eligible employees shall receive step advancements for the 2020-2021 school year. For the 2020-2021 school year, there will be no increase to the 2019-2020 wage schedule.
4. **Article 41, Termination.** Article 41 Sections A through E will be replaced with the following provision, and Section F will be relabeled as Section B.

The Agreement shall become effective on September 10, 2020 and shall continue in full force and effect until June 30, 2021.

5. Except as otherwise stated above in this Letter of Agreement, all other terms of the Expired Agreement shall continue in effect for the 2020-2021 school year until June 30, 2021.

For the Union:

For the Employer:


John A. Gray (Sep 21, 2020 11:39 EDT)


Ronald J Stoneman (Sep 21, 2020 11:34 EDT)


Kasandra Johnson (Sep 21, 2020 11:40 EDT)


Penny Kiss (Sep 21, 2020 12:02 EDT)