

MASTER AGREEMENT

2010 - 2013

AVONDALE SCHOOL
DISTRICT
AND
AVONDALE CHAPTER O4
of the
AFSCME Union Local 202
(AFL-CIO)

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CONTRACT

This Contract is between the Avondale Board of Education and the Avondale Chapter 04 of the American Federation of State, County, and Municipal Employees Union Local 202 (AFL-CIO), affiliated with Michigan Council #25, of the American Federation of State, County, and Municipal Employees Union (AFL-CIO).

PARTIES TO AGREEMENT

This agreement entered into on this 25th day of June, 2010, between the Avondale Board of Education, hereinafter referred to as the "Employer", "District", and/or "Board", and the Avondale Chapter 04 of Local #202, affiliated with Michigan Council #25, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

NOTE: The headings used in this Agreement and exhibits neither add nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Union. The Board and the Union shall encourage to the fullest degree, friendly and cooperative relations between respective representatives at all levels and among all employees.

The Superintendent or his/her designee and the Union President shall meet regularly during the school year to discuss matters of mutual interest. Quarterly, the Superintendent or his/her designee and President shall mutually invite others to attend (drivers and supervisors). These quarterly meetings shall be held during non-working hours.

Any other meeting that concerns all or the majority of drivers will be scheduled within one week after the Agenda is submitted. Any such meeting will follow the agenda only and will be conducted during non-working hours.

ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED

Section 1.1

Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Relations Act 379 of the Public Acts of 1965, as amended, the District does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment for the term of this Agreement for those employees of the District in the bargaining unit herein described. The bargaining unit shall include the following permanent, regularly assigned employees: bus drivers, excluding but not limited to: Transportation Supervisor, part-time, substitute, and temporary employees employed 90 calendar days or 120 work days whichever is less, all other supervisory and/or executive personnel.

Section 1.2

The Union agrees to represent equally all members of the bargaining unit without regard to membership or participation therein and to continue to admit members of the bargaining unit to membership without qualification other than payment of dues and permanent employment in the Avondale School District.

Section 1.3

The term "employee" when used herein shall refer to employees included in the Unit for bargaining as set forth in the paragraphs above and reference to male employees shall include female employees. The term "District" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Public Act 379.

ARTICLE 2 - REPRESENTATION

Section 2.1

There shall be one (1) representation department within the bargaining unit consisting of the following: Transportation Department - Bus drivers.

Section 2.2

There shall be one steward and an alternate steward for the department, on each shift, who shall represent all of the employees working in the department and a chapter chairperson and chief steward. The stewards and alternate stewards shall be regular employees working in the department they represent.

ARTICLE 3 - UNION SECURITY CLAUSE

Section 3.1

Each employee, who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union within three (3), months after his/her hiring date or the effective date of this Agreement, whichever is later, and thereafter maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the District within thirty (30) days after receipt of written notice to the District from the Union of the employees' failure to maintain membership in the Union.

Section 3.2

Exception to the above conditions, however, shall recognize that any employee may exercise his/her choice of the following alternate conditions in lieu of Union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. An employee who fails to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default by the employee delivered to the District by the Union.

Section 3.3

The District shall not enter into any agreement with the employees coming under the jurisdiction of the Agreement either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement.

Section 3.4

Local and/or Council Representatives and/or International Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the school district at reasonable times to investigate grievances and other problems with which they are concerned. These representatives shall first notify the Superintendent or one of his assistants of their presence.

ARTICLE 4 - UNION DUES

Section 4.1

The District will deduct from the pay of each employee covered by this Agreement who has executed a proper dues authorization deduction form and delivered said form to the Payroll/Human Resources department, all monthly union dues or service charges equal to the monthly union dues. All deductions shall be made during the first pay period of each calendar month and all sums deducted shall be remitted to the financial secretary of Local 202 of the Union, each month in which such deductions are made.

Section 4.2

All permanent, regularly assigned employees working a regular shift shall pay full union dues.

Section 4.3

A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues or service charge dues are to be deducted hereunder shall be delivered to the District before any payroll deductions may be taken. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error shall be returned to the Avondale Chapter Chairperson by the District for correction.

Section 4.4

Payroll deductions which are authorized by properly executed Authorization for Payroll Deduction forms shall become effective on the date the authorization form is received by the District and shall be deducted from the first pay of the month each and every month thereafter during the employment of the union member. Deductions shall terminate the month following the time the individual ceases to be covered by this bargaining agreement.

Section 4.5

In cases where a deduction is made which duplicated a payment an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the local Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

Section 4.6

The employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with Article 4.

Section 4.7

The Employer will furnish to Local 202 Treasurer the names of any employees who are on leave without pay.

Section 4.8

The employer agrees to deduct from the wages of any employee who is a member of this Union a P.E.O.P.L.E. deduction as provided for in a written authorization on a form provided by the Union,

provided that said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to the employer's designated representative and to the Union.

ARTICLE 5 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 5.1

Pursuant to Act 379 of the Public Acts of 1965, the District hereby agrees that every employee of the District shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiations and other lawful activities. The District agrees that it will not discriminate against any employee for his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 5.2

The District specifically recognizes the right of its employees to involve the assistance of the Michigan Employment Relations Commission or a mediator from such agency.

Section 5.3

The Union and its members may have the right to use school building facilities for meetings in accordance with District policy.

Section 5.4

It is the responsibility of the Union and individual members to honor the Board policies and Administrative Regulations not in conflict with the Master Agreement. Neither the Union, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instructions or directions of administrators or supervisors.

Section 5.5

The Union agrees to supply all information which the District requests to process any grievance or complaint.

Section 5.6

In order to provide continuing safety and health protection for students, it shall be the policy of the Board that:

- A. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment. The cost of this examination will be paid by the employee unless required by state law.
- B. All employees must have a negative tuberculin report as required by the Michigan Department of Health to be eligible for continued employment. Should a TB. Clinic be arranged by the District, notice of said clinic noting the time, place, and location will be sent to each building.
- C. Failure to pass any part of the required State School bus examination will result in the driver being placed on a leave of absence, without pay, for up to one year. During that period, a substitute driver(s) will be employed, thus saving a bus driving job for the driver on leave. The following year or sooner, the bus driver will be reinstated provided the driver passes all of the State examinations for bus driver the next time he/she is eligible to take the examination(s). Failure to qualify as a bus driver at this time shall terminate the District's responsibility to the bus driver.

- D. The District will assume the cost of medical examinations, including x-rays, required by law or the District, of seniority employees. Physical examination of the bus drivers shall be required at least annually. The District reserves the right to select the examining physician.

For any other medical fitness examination, the employee shall have the right to a physician of his/her choice.

- E. Challenge of Medical Examination

In the event the report of the examining physician is challenged, then the following procedure shall be followed.

1. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
2. If the reports of the two examining physicians are in disagreement or conflict, the controversy shall be moved to a third-party physician, paid for by the employer, if the employer is the protesting party, otherwise the parties will pay equally. The third party physician's determination shall be binding on both parties.

Section 5.7

Each employee accepts the responsibility to do the best job he/she can at all times.

Section 5.8

Any employee receiving an injury on the job shall be paid for that day's work if he/she is sent home or sent to a doctor because of his/her injury. If the injury occurs when the person is alone in the building and if it is necessary for him/her to leave school because of the injury, he/she shall be paid for that day's work providing he/she receives a doctor's statement if such a statement is requested by the District. He/she shall notify his/her supervisor or someone on the list provided to him/her prior to leaving his/her work assignment.

ARTICLE 6 - SENIORITY

Section 6.1

- A. New employees, hired by the District, shall be considered as probationary employees for the first 90 calendar days or the first 120 work days of their employment, whichever is shorter. There shall be no seniority among probationary employees. When more than one employee begins regularly assigned employment on the same date, seniority will be determined by a lottery drawing based on the date of hire if more than one employee is hired on said date. The AFSCME 04 Chapter Chairperson/designee will be present for the drawing.

Drivers in permanent positions will be represented by the Union and began receiving benefits after 90 calendar days. On call substitutes will be represented by the Union and began receiving benefits after working 120 days in a fiscal year. If a permanent position is available at the start of the next fiscal year, an on call substitute employee's days of work accumulated in the prior fiscal year may count towards completion of the 120 days to become a permanent employee.

- B. Probationary employees shall be evaluated monthly. If either the second or third evaluation is marked "needs improvement" in any category, the probationary period may be extended at the option of the administration for a specific time period of up to ninety (90) calendar

days. There shall be no more than one (1) extension. Employees in an extended probationary period shall not be eligible under Article 3 until they have successfully completed their probationary period.

- C. Probationary employees shall be eligible for fringe benefits earned and provided for in this agreement only after the successful completion of their probationary period. Fringe benefits shall not be retroactive at the completion of the probationary period unless specified.
- D. Upon completion of the probationary period, an employee is eligible for the following fringe benefits:
 - 1. Sick leave -Allowance begins at the end of the probationary period but prorated retroactively to the beginning of employment. No payment for wages lost during probationary period will be made.
 - 2. Holidays - Paid holiday benefits begin after the end of the probationary period with no retroactivity for holidays falling within the probationary period.
 - 3. Vacation - Vacation benefits are based on service including the probationary period.
 - 4. Jacket/Uniform – The uniform allowance is based on service including the probationary period.
 - 5. Insurance - Health insurance benefits will begin and will be paid by the District upon completion of the ninety (90) day probationary period.
 - 6. LTD and life insurance - benefits which are provided by the District begin after the successful completion of the probationary period with no retroactivity.
 - 7. Dental/Optical coverage-dental/optical coverage begins after completion of the ninety (90) day probationary period

Section 6.2

- A. Seniority shall be defined as the length of time of continuous employment of an employee beginning with his/her effective date of hire as approved by the Board. However, seniority will not be valid until the employee has successfully completed the three (3) month probationary period.
- B. A copy of the seniority list shall be furnished to the Union annually or when the seniority list changes, by retirement, resignation, or through the employment of a seniority employee.

Section 6.3

An employee shall be removed from the payroll and seniority list when he/she:

- A. Resigns or retires.
- B. Is discharged and the discharge is not reversed.
- C. The employee is absent for three (3) working days without notifying the District. An exception can be made to this rule only by the Superintendent or designee.
- D. Fails to return to work after a layoff as delineated in Section 6.6, paragraph A.
- E. Has falsified information on his/her employment application relative to previous unsatisfactory work performance or criminal record. This termination of employment may be implemented by the District within two (2) years of the date regular employment began.
- F. The District will notify the Union Chapter Chairperson of any employee terminated under the terms of this contract.

Section 6.4

- A. Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work as long as there is a job in their department which they can perform. They shall be recalled to work, in the event they are laid off, to the first open job in their department which they can perform when recall of employees by the District is implemented.
- B. Notwithstanding their position on the seniority list, the Chairperson, and Chief Steward of the Chapter shall, in the event of a layoff, be continued at work at all times when one or more departments or fractions thereof are at work, provided they can perform any of the work available.

Section 6.5

In the event the Board determines it must reduce the number of employees in the school district, the following guidelines will be followed:

- A. Substitute employees, temporary summer employees, and probationary employees will be laid off first. Seniority will then be the basis for future layoffs provided employees being retained can perform the work of the employees being laid off.
- B. Employees to be laid off for an indefinite period will have at least fourteen (14) days notice of layoff. The employer shall notify the Chapter Chairperson of employees being laid off at the same time employees are notified.
- C. Any seniority employee so removed shall be able to exercise seniority to bump into any equal or lower classification on a department-wide basis where he/she can perform the job and where his/her seniority is greater than the employee being bumped.
- D. It is clearly understood that any individual laid off shall automatically terminate and suspend the District's obligation to salary or fringe benefits under this collective bargaining Agreement or any other agreement.
- E. An employee who has successfully filled a particular position as a substitute for at least 120 days will be considered to have completed his/her probationary.
- F. Long term substitute (i.e. those filling openings of thirty (30) calendar days or more) where predictable and upon agreement with the laid off employee, the laid off employee will be used before other substitute employees.

Section 6.6

- A. Laid off employees shall be recalled in the inverse order of layoff with the most senior employee capable of meeting the job requirements being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. Within fourteen (14) days after receipt of the recall notice, the employee shall notify the District in writing of his/her intention to return to work or it shall be assumed by both the District and the Union, the employee has voluntarily terminated his employment.
- B. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the employer in writing of his/her change of address.
- C. The District shall have no obligation to recall probationary employees who may be laid off.

ARTICLE 7 - DISCHARGE AND DISCIPLINE

Section 7.1

The board shall not discharge or discipline any employee without just cause.

Section 7.2

The District, upon discharge or discipline of an employee, shall notify, in writing, the department steward and the employee of said discharge or discipline. The employee shall have the right to

Union representation at any time in the disciplinary process. The employee's Union representative shall be released from work without the loss of time or pay to attend any disciplinary meeting.

Section 7.3

The discharged or disciplined employee has the right to discuss his/her discharge or discipline with his steward and the District shall select an area in the immediate building or place of employment where he/she may do so before the employee is required to leave the property of the Board, if this is necessary. Upon request by the Union, the Board shall discuss the discharge or discipline with the employee and the steward.

Section 7.4

Should the Union consider the discharge, discipline or suspension to be improper, the Union's grievance shall be presented in writing to the Superintendent or his/her designated representative within five (5) regularly scheduled work days after the discharge or discipline. The Superintendent or his/her designated representative shall give his/her answer to the Union within three (3) regularly scheduled work days after receiving the grievance. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at Step 4.

Section 7.5

In imposing any discipline on a current charge, the District shall not take into account any prior infractions which occurred more than two (2) years previously. Exceptions to these conditions may be mutually agreed upon.

However, the following exceptions shall not be subject to time limitations: criminal sexual conduct, drug abuse, and physical force.

The union shall be involved at first knowledge of the offenses mentioned above. Exceptions to these conditions, depending on the severity, may be mutually agreed by the parties.

Section 7.6

The following shall be the usual procedure the District will follow in implementing disciplinary action against employees covered by this agreement. However, it is understood that the District may, if in its judgment the offense by the employee is so severe that Step B or C (below) may be immediately imposed.

- A. First warning - verbal
- B. Second warning - written
- C. Third warning - either disciplinary temporary suspension or discharge

Section 7.7

An appraisal shall be completed monthly during the probationary period (Section 6.1). After the successful completion of the probationary period this appraisal form shall be completed once per year.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1

A grievance is defined as any alleged violation of the application, meaning, or interpretation of this Agreement and shall be settled in the following manner.

Section 8.2

Employees selected by the Union to serve as Union representatives shall be known as Stewards. The names of employees selected as Stewards and the Local Chapter Chairperson shall be communicated in writing to the District by the Local Union. The members of the Union Grievance Committee and the Union Bargaining Committee shall also be communicated in writing to the employer by the Union.

Section 8.3

TIME LIMITS: The time limits specified hereinafter for movement of grievances through the grievance procedure shall be strictly adhered to and may be relaxed or extended only by mutual consent of both parties in writing. In the event the Union fails to appeal a grievance or a grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the District's last answer. In the event the District fails to supply the Union with an answer to a grievance at a particular step and within the specified time limit, the grievance shall be deemed to be settled on the basis of the Union's last position.

Section 8.4

Each grievance shall be initiated within ten (10) working days or fifteen (15) calendar days (whichever is shorter) of the occurrence of the cause for complaint.

Section 8.5

The primary purposes of the procedure set forth in this Section, is to secure at the lowest level possible equitable solutions to the grievances.

Step 1

The aggrieved employee shall have the right to representation by a Steward. The Steward, when called by the aggrieved party, shall then call the appropriate supervisor to inform him/her of the fact that he/she is processing a grievance. The Steward and the aggrieved shall be allowed to confer regarding the grievance and, if cause for complaint exists, a meeting on the problem shall take place between the grievant and/or Steward on the one hand, and the appropriate supervisor and/or his/her designated representative on the other hand. The Steward will not leave his/her working assignment in order to process a grievance without prior District approval.

Step 2

- A. In the event that the Union is dissatisfied with the result of the meeting with the appropriate supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the Superintendent or his/her designee within five (5) working days or seven (7) calendar days (not including holidays) after the meeting delineated in Step 1.
- B. A meeting on the grievance shall take place between the grievant and/or Steward and the Superintendent or his/her designee within five (5) working days or seven (7) calendar days after receipt of the written grievance.
- C. The written answer of the Superintendent or his/her designee shall be given to the Union within five (5) working days or seven (7) calendar days from the date of the meeting

described in Paragraph Step 2, above.

Step 3

- A. If the grievance is not satisfactorily settled as delineated in Step 2, then the Union shall have the right to appeal the written decision of the Superintendent or his/her designee within three (3) working days or five (5) calendar days or receipt of said written answer. Such appeal shall then be directed to the Superintendent of Schools.
- B. This Step 3 meeting will be between the Chapter Chairperson, Chief Steward, and the Steward of the department of the employee filing the grievance, and the Superintendent. Both parties may be accompanied by others who may be involved in the grievance. This meeting between the Superintendent, the Union representatives and/or representatives of Council 25, or the International Union, shall take place within ten (10) calendar days of the receipt of the grievance appeal from Step 2.
- C. The Superintendent shall render a written decision on the grievance to the Union within thirty (30) calendar days of the meeting delineated in Paragraph B, Step 3.

Step 4

- A. If the Union is not satisfied with the disposition of the grievance at Step 3, the Union may, within twenty (20) working days of receipt of the Superintendent's decision submit a written notice to the District and Superintendent indicating an intent to advance the grievance to arbitration. The Union shall file the grievance with the American Arbitration Association no later than sixty (60) days after the receipt of the Superintendent's decision (Step 3). Grievances which do not arise directly from the language of this agreement or an alleged breach thereof may be processed through Step 3, but will not be arbitral.
- B. Within ten (10) school days or fifteen (15) calendar days after receipt of such written notice of intent by the Union to submit the alleged grievance to arbitration, the District and the Union will meet and agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The Arbitrator so selected will hear the matter and issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then the decision shall be rendered within thirty (30) days of the date the final statements and proofs were submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- D. The power of the arbitrator stems from this agreement and his/her function is to interpret and apply this agreement and to pass upon the alleged violation thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this agreement, nor shall he/she have any power or authority to make any decision that requires the commission of an act prohibited by law or which is contrary to an order by a court of competent jurisdiction or that violate of the terms of this agreement.
- E. The costs for the services of the arbitrator, including expenses, shall be borne equally by the District and the Union.
- F. He/she shall have no power to establish salary scales or change any salary.
- G. In rendering decisions, an arbitrator shall give due regard to the responsibility of

management except as they may be specifically conditioned by this agreement.

- H. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the District and its agents. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an arbitrator.

Section 8.6

- A. School time shall not be used for hearing grievances without prior approval of the District. However, any employee covered by this contract who is required by the District to attend a grievance meeting or hearing shall be paid his or her regular hourly rate of pay for all time spent in such meetings, when such time falls during the employee's regularly assigned work shift.
- B. All evidence and circumstances shall be included on Step 1 of the grievance. The grievance shall be in writing from Step 2.
- C. Steps may be bypassed by mutual consent of the District and the Union so that the grievance may be processed at the appropriate level as efficiently as possible.
- D. Hearings (steps) in the grievance procedure shall not be public and shall be limited to official representatives of the District and the Union.
- E. A grievant may be accompanied to hearings (steps) within the grievance procedure by legal counsel.
- F. The decision of the arbitrator shall be submitted to the District and the Union and, subject to law, shall be final and binding upon the Union, the District, and the grievant.
- G. The District agrees to supply any information which the Union requests to process any grievance or complaint. However, the Union agrees to pay the costs of any information so supplied to the Union.
- H. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibility, subject to the final decision of the grievance.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall 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 District.
- 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. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not to 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 employees, including fitness to perform assigned duties.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation 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 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 structure of organization, provided that the District shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

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

ARTICLE 10 - NO STRIKE CLAUSE

Section 10.1

- A. The local Union officers shall not cause, engage in or sanction any strike or refusal to perform the duties of employment nor shall any employee willfully absent himself/herself from his/her position, abstain from the faithful performance of his/her duties, interfere with the rights and the privileges or obligations of employment, for the purpose of a strike, tie-up or slow-down as set forth by law as provided by Act 379. No lockout of employees shall be instituted by the employer during the term of this Agreement.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
 - 1. Delivering immediately to the District a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and by-
 - 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this agreement.

ARTICLE 11 - WAIVER CLAUSE

Section 11.1

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or

matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties recognize this Agreement may be altered, by addition, modification, or deletion, only through the voluntary, mutual consent of the employer and the Union by a memorandum of agreement which has been ratified and signed by both parties, thereby becoming an amendment to this agreement which is then final and binding on all employees covered by this Contract and on the District.

ARTICLE 12 - ENTIRE AGREEMENT CLAUSE

Section 12.1

This Agreement supersedes and cancels all previous Agreements or past practices between the District and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 13 - SPECIAL CONFERENCES

Section 13.1

Special conferences for important matters will be arranged between the Chapter Chairperson and the District upon request and agreement of both parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be confined to those on the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE 14 - PROMOTIONS AND TRANSFERS

Section 14.1

The term promotion, as used in this provision means the advancement of an employee to a higher paying position within his/her representation department or within another representation department.

Section 14.2

- A. Whenever a job opening occurs, other than a temporary opening previously defined, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted for ten (10) days. A notice will be sent to all employees within that department. Two (2) additional notices shall also be sent to the bus garage for posting.
- B. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Superintendent or designee.
- C. Promotions shall be made on the basis of the seniority and the qualifications of the employee in relationship to the job qualifications. If the senior applicant is denied the promotion, the reasons for the denial shall be stated in writing to the employee with a copy of said reasons going, also, to the Chapter Chairperson. The employee, so denied the promotion, may within ten (10) days of receipt of written reasons for said denial, appeal his/her pass over to the District.
- D. Any employee so promoted shall serve a sixty (60) day trial period in the new job. During these sixty (60) days the employee will be expected to learn the new job, and will be evaluated monthly. At the end of the sixty (60) days, either the employee or the District may decide to return the employee to his/her former position. The former position will still be available because it will have been filled by a temporary assignment or substitute employee

during the sixty (60) day trial period.

- E. An employee that transfers into a new job or vacancy in his/her existing job classification shall have a thirty (30) day trial period. During the thirty (30) days the employee will be expected to learn the new job, and will be evaluated at the end of three (3) weeks. At the end of the thirty (30) days, either the employee or the District may decide to return the employee to his/her former position. The former position will still be available because it will have been filled by a temporary assignment or substitute employee during the thirty (30) day trial period.

Section 14.3

Any employee who is promoted to a position within the Avondale AFSCME unit or to an administrative position outside the Avondale AFSCME unit (supervising members of the Avondale AFSCME unit) may, if the promotion assignment is eliminated, due to economic reasons or other reasons deemed appropriate by the administration, "bump" back into the promoted employee's representative department provided the promoted employee has greater bargaining unit seniority than the bumped employee, and is qualified for the position.

Section 14.4

No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically agrees to the assignment. It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

Section 14.5

- A. When employees are temporarily assigned out of their classification, they will receive their regular pay for the first three days. Beginning with day 4, the employee who is temporarily assigned out of his/her classification will receive pay at the rate assigned to the new assignment, provided it is higher than the employee's regularly assigned rate, or the employee will retain his/her regular rate.
- B. However, in no case, shall the temporarily assigned employee be paid less than his or her regular wage.
- C. Any Avondale employee who is covered by the terms of this contract and who is promoted shall be placed on the salary schedule at a step which will guarantee a salary increase.
- D. Should an employee be transferred or bumped to a position which has a salary schedule less than the employee's present assignment, then the employee will be assigned to the top step of the salary schedule of the new assignment.

Section 14.6

- A. Employees desiring to transfer to other open jobs shall submit a letter of interest, in writing, to the Superintendent or his/her designee. The letter of interest shall state the reason for the requested transfer.

- B. Employees requesting transfer for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority provided there are jobs available.

Section 14.7

- A. New jobs or vacancies in existing job classifications are positions not occupied due to an employee's resignation, an employee's illness, an employee's leave of absence, or because the job is new. These jobs shall be filled initially by the District on the basis of a temporary transfer, if necessary. During the period of temporary transfer the job shall be posted on all bulletin boards. Employees desiring to transfer to the job shall submit a letter of interest, in writing, to the Superintendent or designee.
- B. The District shall fill the new job classification or the vacant job within one month after posting, except under extenuating circumstances which would include an illness absence from which a regular employee is entitled to return. The job shall be filled in accordance with Section 2 (C) above.

ARTICLE 15 - INCLEMENT WEATHER

Section 15.1

When all the schools in the Avondale School District are closed due to inclement weather, drivers shall not report to work on that day, but will be paid for their regular daily rate. This provision is not to exceed three days per school year.

ARTICLE 16 - UNION BULLETIN BOARDS

Section 16.1

The District shall provide bulletin boards in all buildings for exclusive use of the Union.

Section 16.2

The material on the bulletin boards shall be kept current by the Union and shall not be derogatory to the Board, the School District or any employee.

ARTICLE 17 - DRIVER ASSIGNMENTS, HOURS, AND EMERGENCY CALL-IN

Section 17.1

A run is defined as a series of regularly scheduled pupil pick-up and drop-off points which, when combined, constitutes a driver assignments.

Section 17.2

The date of the bid meeting, for the following year will be determined and posted in the drivers' lounge prior to the last day of school. The bid meeting date will be no less than two (2) weeks before the first day of school. The supervisor of transportation will notify the drivers if a change is necessary.

After four (4) unexcused (without documentation) occurrences of missing their noon run, other than full day absences, the driver will be subject to administrative review. The District will implement disciplinary action as follows: 5th unexcused occurrence—verbal warning: 6th unexcused occurrence - written warning: 7th unexcused occurrence the driver will lose the noon run and not be allowed to sub for noon runs for the remainder of the school year.

In the event runs are eliminated, reduced in time, changed by an entire school or program, (PPI, Special Ed, etc.) a being added/removed or the addition/removal of five (5) or more stops, the driver(s) affected by such modifications may request a Union-District Committee Meeting to discuss alternatives to the modification. The Union-District Committee will work together to find a mutually agreed upon solution. If no mutual solution can be reached, the driver(s) affected by the modification will have the opportunity to select other runs driven by drivers with less seniority as defined in Section 6.2. The drivers who are "bumped" may, in turn, select other runs driven by drivers with less seniority. This provision will not apply to modifications which are expected to be in effect for ten (10) working days or less. The selection and reassignment process shall be administered by the Transportation Supervisor, the Union President and/or Union Steward and any effected drivers within two (2) days of the Union-District Committee Meeting and will not require the usual ten (10) day run posting process. Effected drivers will begin their new runs the next full school day after said selection process.

Modifications to runs within the district may be made at any time. However, a driver's paid time will not be reduced unless the modification results in a reduction of at least 15 minutes in a driver's assignment.

Drivers and administrators recognize that "bumping" runs will be done only as a last resort and that every effort will be made by both the Union and the District to find a mutually agreed upon solution to necessary modifications.

Section 17.3

Buses shall be assigned to runs prior to school opening whenever practicable.

Section 17.4

In the event of an emergency as determined by the Board, all drivers who are required to report in and take children home at a time other than the scheduled dismissal time and without advance notice thereof, shall be guaranteed a minimum of two (2) hours pay at their regular rate. If the emergency involves early dismissal of all schools, drivers will be paid usual salary for the regular run or the time it requires to complete the emergency assignment whichever is greater.

Section 17.5

A driver who is occasionally assigned part of a run in addition to her/his usual assignment, shall be paid 15 minutes or the time it takes to complete the modified assignment, in no case shall that time exceed one (1) hour.

Section 17.6

The minimum assigned time for regularly assigned drivers shall be two (2) hours a.m. and two (2) hours p.m., which will include time for safety check, clean-up and fueling. Other regularly scheduled runs occurring at other times of the day shall be paid for the times only on days that the classes are scheduled.

All drivers whose assignment is totally within the Avondale School District shall be paid their regular day's salary for all days worked while the Avondale School District is in session and children are in attendance. The Board shall establish a district calendar which shall be given to the Chapter Chairperson. Should circumstances occur that require the District to shorten hours during the school year, the district shall call a Special Conference in accordance with Article 13.1. A driver's regular day's salary will be computed on the number of hours allocated to the driver's assignment as most recently modified in accordance with Section 17.2.

- A. In the event a bus driver's assignment is partially cancelled for a day or longer, then the Driver will report to the Transportation Supervisor at the bus garage at the scheduled time for possible reassignment. This reassignment will be in among the drivers affected by the cancellation and may include, but is not limited to the following:

1. Driving a substitute run.
2. Answering the phone in the bus garage office.
3. Shuttling buses.
4. Helping to retrieve disabled buses.
5. Cleaning the bus lounge, lavatory and office.
6. Washing buses.
7. Other appropriate work as may be assigned by the Transportation Supervisor.

If a driver does not report to the bus garage as stated above on those days her/his regular assignment is partially cancelled, then he/she will forfeit his/her remuneration for the time not driven.

- B. All drivers whose assignments consist entirely of runs outside the Avondale School District will be paid for the days driven but not less than the number of days as the drivers in Section 18.7A. Any adjustment in pay needed as a result of this provision will be made on the driver's final pay in June.

On those days when Avondale students are not in attendance (recess, etc.) and students (usually special education students) must be transported in or out of the district, the driver shall be paid two (2) hours in the a.m. and/or two (2) hours in the p.m., or the actual time it takes to transport the students (whichever is greater).

It is expressly understood by the signatories of the Master Agreement that the special education trips on those days when Avondale students are not in attendance shall be driven by the regular drivers of those runs unless they choose not to work on those days. The drivers will also be utilized in place of substitutes whenever practicable as follows: In the absence of a regular driver, unassigned drivers in seniority order, will have the option of driving the vacant assignment. The obligation of a back-up driver to drive the assignment of an absent driver supersedes this option right. Consequently, the vacant assignment is the assignment of the back-up driver whenever a back-up driver has been designated. There shall be two (2) designated backup drivers for all Special Education runs.

A modification of a special run may occur (especially in special education runs) when children are reassigned to different schools or to different buses. Should educational reassignment of children be necessary, the time of the run will be adjusted accordingly. Pay for these runs will not begin until the driver actually starts the run. Should funding (Federal, State, Local or other) be modified or eliminated for runs other than K-12, these special runs will, in turn, be eliminated or adjusted accordingly.

- C. All drivers whose assignments consist of runs within and outside the Avondale School District will be paid only for the time driven within the Avondale School District (i.e., Noon Kindergarten) on those days the outside the district class(es) are not in session, a minimum of two (2) hours time will be paid.

In the event an early dismissal of pupils attending schools other than Avondale Schools conflicts with the driver's ability to drive an assigned noon run within Avondale, the driver shall be able to choose which run will be driven and be paid accordingly.

- D. All drivers will be paid their regular rate for the number of hours allocated to the driver's assignment as most recently modified in accordance with Section 18.2 in the event school is closed due to inclement weather.
- E. In the event a driver is absent for more than ten (10) working days, the absent drivers assignment will be posted. After 5 (five) working days, the driver with the highest seniority will be given the temporary assignment if more than one driver is interested in driving for the absent driver. The temporary driver will be paid for the time allocated to the temporary assignment while driving the assignment and will be paid at that rate for sick days, holidays

and inclement weather days after more than thirty (30) working days. Pay for sick day, holidays and inclement weather days, will be at the time allocated to the driver's regular assignment during the first thirty (30) days.

1. The ten (10) day period of absence stated means the driver has been absent for more than 10 days or is certain to be absent for more than ten (10) days. If a driver is seriously ill or injured, less disruptions will occur if the absence is accommodated according to the provision rather than wait until the ten (10) days have expired.
 2. It is understood that if a driver is temporarily driving for another driver, they will be considered unavailable for their original run. The temporary driver's run will be offered according to seniority to other drivers as stated in Section 17.6E.
 3. The noon run of a driver who is absent for more than 25 days will also be posted and filled as stated in Section 17.6E.
 4. Upon return of an absent driver, the temporary driver will return to their original assignment and/or noon run.
- F. Scheduled early dismissal of part of a driver's assignment will result in pay to the driver at the regular rate for the time driven to complete the modified assignment if added to one of the driver's regular runs. If the early dismissal is not added to one of the driver's regular runs, the time paid at the regular rate will be the time driven to complete the modified assignment or one (1) hour, whichever is greater.
- G. When a regular driver is driving a temporary assignment as back-up driver for a day or more that has more hours than the regular assignment, the hours of pay shall be for the time allocated to the temporary assignment. In the event one of the days is a shortened day, the back-up driver shall receive the pay for her regular assignment or the time it takes to complete the temporary assignment, whichever is greater. If there is no notice prior to the shortened day, the back-up driver shall receive the full day's pay for the temporary assignment.

Section 17.7

A regular run that has been increased or decreased by at least thirty (30) minutes or more will be posted for bidding for five (5) days. If there are no bids, the original assigned driver will retain the run.

If thirty (30) minutes is added to a noon run, bumping shall only be among those drivers who currently have noon runs.

Section 17.8

Backup driving assignments shall be for the period from first day of school to the first day of the following year.

Section 17.9

Drivers will be required to take a road test upon initial hire into the District. Thereafter, the District will require 50% of the drivers whose license is up for renewal to be road tested. A driver who has been in an accident or received a ticket may be road tested by the employer.

Section 17.10

When a non-bargaining unit substitute is employed for a minimum of four (4) hours per day, and for more than one hundred twenty (120) calendar days, he/she will become a permanent employee represented by the Union. Summer recess will not count toward the one hundred twenty (120) days. Days already accumulated will continue toward the one hundred twenty (120) days upon return from summer recess.

Section 17.11

Drivers, in order of seniority, will be offered any extra assignments (washing buses, shuttling buses, retrieving disabled buses and any other appropriate work as assigned by the Transportation Supervisor). In the event of an emergency, all transportation employees will be utilized as necessary.

ARTICLE 18 - EXTRA RUNS

Section 18.1

- A. Extra runs are any driving assignment during the school year related to field trips, athletic events or other co-curricular activities and other uses of school buses allowed by law which are in addition to the runs defined in Article 18.
- B. An extra run within the district added to a regular run shall be paid at the driver's regular rate for the time it actually takes to complete the run. In no case will this extra time be less than fifteen (15) minutes.
 - B.1. Cancellation of extra runs assigned under this section will be treated as though driven.
- C. An extra run outside the district shall be compensated at a minimum of two (2) hours or the actual time it takes to complete the extra run, whichever is greater. If the extra run interferes with the driver's regular run, time will be adjusted accordingly. In no case will a driver be paid double for the overlapping time between their regular run and the extra run.

Section 18.2

- A. You must have completed your probationary period and be a regular driver to be eligible for an extra run.
- B. Runs will be posted one week in advance and chosen on Tuesday for the following week.
- C. You must be present to choose with the following exceptions:
 - 1. You are driving a school owned vehicle.
 - 2. You are attending a funeral.
- D. Runs are chosen on seniority at the first meeting, then they will be chosen on the consistent rotation of the Seniority List.
- E. If you do not want a run for that week, you need not be present at the extra run meeting. You will be bypassed.
- F. Runs that come in after the Tuesday meeting will be made available as an individual posting ASAP. Anyone interested in the run shall sign up and the run will be given to the most senior driver. This run will not affect your status in the rotation schedule.
- G. Probationary drivers and subs may take extra runs if all regular drivers have refused the run at the extra run meeting.
- H. Drivers with noon runs will automatically receive the field trip that their kindergarten goes on. This will not affect their pick in the rotation. If only one driver is needed for the trip, the most senior driver will be given the run.
 - H.1. Drivers of Kindergarten runs and runs transporting children under Kindergarten age may take extra runs in lieu of such regular assignments beginning October 15th each year.

- I. You will be entitled to use one pick, per child, per year, in the rotation to choose a trip that your child is going on. If more than one driver wants the same trip, the most senior driver will be given the run.
- J. If you choose a run at the extra run meeting and you turn the run in unable to complete the run, YOU WILL BE BYPASSED IN THE FIRST ROUND AT THE NEXT EXTRA RUN MEETING unless excused for just cause by the Transportation Supervisor. Just cause is defined as illness of the driver or serious illness within the driver's family (Doctor's note required) or an emergency, which makes it impossible for the driver to drive the extra run. The turned in run will be posted in the same manner as the runs that are not available for the Tuesday meeting.
- K. If you bid a run and it is cancelled, you will have first pick at the next bid meeting.
 - K.1 If more than one run is cancelled, drivers with the cancelled runs will choose first, based on seniority.
 - K.2 A cancelled run is a run that has a change of date.
- L. With the exception of cancelled runs, if you bid on a run and there are any other changes (i.e. time, place, take and return), you will have the option of keeping the run or turning it back in without being bypassed at the next bid meeting.

Section 18.3

Drivers may when practical take the bus assigned to their regular runs on extra runs except for football games or when a small bus may be utilized. The Transportation Supervisor will assign the bus for the runs excepted above.

Section 18.4

Drivers who volunteer for an activity run will be paid for all hours including down time exceeding 30 minutes.

ARTICLE 19 - EXPENSES FOR DRIVERS

Section 19.1

Runs classified as 'extra runs' shall include coverage of meals, lodgings and other necessary expenses incurred on this run.

Since the drivers "shall have the same privileges as the group that they transport," - the Board of Education shall not pay for meals and/or lodging if the transported group purchases meals and/or lodging for the members of their group.

If the group transported carries sack lunches or does not eat, and if the extra run is to a location outside of the School District, then the driver will be paid meal allowances when the following conditions are met:

- A. A noon meal, costing no more than \$8.00 will be allowed when:
 - a regular morning run is operated by the driver before picking up the extra run, and
 - there is less than one (1) hour elapsed time between the official ending of the morning regular trip and the time the driver must be at the building where she/he is to pick up her/his group, and
 - there is less than one (1) hour elapsed time between the completion of the extra run and the beginning of an afternoon regular assignment.

- B. A noon meal costing no more than \$8.00 will be allowed when:
 - an extra run operates on a day when the Avondale Schools are not in session, or when the driver does not operate a regular morning run, and when the extra run begins before 10:30 a.m., and finishes after 1:30 p.m., or
 - there is less than one (1) hour elapsed time between the completion of the extra run and the beginning of an afternoon regular assignment.
- C. An evening meal, costing no more than \$10.00 will be allowed when:
 - the driver operates a regular afternoon run prior to picking up the group, and
 - the elapsed time between the official ending of the afternoon regular run and the time for pick up of the group is less than one (1) hour, and
 - the group is not returned to the District before 7 p.m.
- D. An evening meal, costing no more than \$10.00 will be allowed when:
 - an extra run operates on a day when the Avondale Schools are not in session, or when the driver does not operate a regular afternoon run, and when the extra run begins before 3:30 p.m. and finishes in the District after 7 p.m.
- E. A cash register or restaurant receipt with the name of the restaurant and date must be submitted by the driver when claiming meal allowances and the District will pay only the amount spent for each meal up to the allowable limit.
- F. It is understood that unless other arrangements are agreed upon with the Transportation Department, drivers on extra runs will remain with the group that they are transporting or remain with their bus in the designated parking area for the particular event. A limit of one hour will be used by the driver to be apart from the group they are transporting to obtain their meal.

Section 19.2

The Board will assume the cost of required physical examinations. All physical examinations will be conducted at a site determined by the district.

Section 19.3

The District will reimburse bus drivers for the cost of the required Class 3 license certification. License renewal applications must be made in person at a Secretary of State's Office.

ARTICLE 20 - HOURS OF WORK

Section 20.1

The standard work day for regularly assigned transportation employees shall be up to eight (8) hours per day.

Section 20.2

The standard work week for transportation employees shall be no more than (5) days beginning on Monday and ending on Friday.

Section 20.3

Except as otherwise provided in Sections 1 and 2 of this Article, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, each work shift shall have a regular starting and quitting.

- A. It may be desirous and/or advantageous to both the District and the Avondale Chapter 04 of AFSCME to modify the standard work day during the summer recess. Summer recess is

defined as the time between the last day of school for teaching staff in June, and the resumption of school in the fall. Any modification of the standard work day and/or week during summer recess must meet with the approval of the District and Avondale Chapter 04 of AFSCME.

ARTICLE 21 - VACATION

Section 21.1

- A. All twelve (12) month employees who have been on the payroll for a period of one (1) year to five (5) years shall be entitled to two (2) weeks vacation with pay.

Beginning July 1, 2001, if an employee's anniversary date of hire falls within the year, the additional vacation days will be included in the vacation bank for that year. However, the additional days may not be used until after the actual anniversary.

- B. All twelve (12) month employees who have been on the payroll for five (5) full years shall be entitled to three (3) weeks vacation with pay, beginning with their sixth year.
- C. Beginning with the seventh year of employment, one additional day of vacation will be added for each additional year of employment. The same formula will be utilized through the eleventh year, wherein, an employee will have earned a maximum of twenty (20) vacation days.

No current employee shall lose vacation days with the application of this formula.

- D. Vacation schedules will be worked out with the Superintendent or his/her designee. The approval of a vacation request lies within the sole discretion of the Superintendent or his/her designee. Except in emergency situations, vacation requests will be submitted at least one week in advance. All requests must be in writing.
- E. Leaves of absence do not count as work time in earning vacation time.

Section 21.2

Employees covered by this agreement and having at least one (1) year of service shall receive one (1) week paid vacation time, which will be paid at the employee's rate during the Winter holiday recess, Mid-winter break or spring break at the employees option.

- A. Ten month employees with more than eleven 11 years of continuous service will receive additional paid vacation according to the following schedule: one (1) day after eleven (11) years, two (2) days after twelve (12) years, three (3) days after thirteen (13) years, four (4) days after fourteen (14) years, and five (5) days after fifteen (15) years.

Beginning July 1, 2001, if an employee's anniversary date of hire falls within the year, the additional vacation days will be included in the vacation bank for that year. However, the additional days may not be used until after the actual anniversary.

Ten (10) month employees with more than sixteen (16) years of continuous service will receive additional paid vacation according to the following schedule: one (1) day after sixteen (16) years, two (2) days after seventeen (17) years, three (3) days after eighteen (18) years, four (4) days after nineteen (19) years, five (5) days after twenty (20) years.

These vacation days will be placed in the employee's vacation bank at the beginning of each school year. These days are to be utilized only during winter, mid-winter and spring breaks. Unused days will be paid at the end of the employee's work year. Additionally one (1) bonus day will be awarded and used similarly to vacation days

Section 21.3

An employee may use vacation days for an extended illness/injury provided the employee's sick leave bank is exhausted. Vacation days may be used for absences due to extenuating circumstances. Sick days may not be used for vacation days.

- A. Vacation days accrue to the employee while on paid sick leave at the vacation rate (seniority) the employee is entitled to receive.
- B. Seniority continues to accrue to the employee while on paid vacation leave.
- C. The employee is entitled to holiday pay (for those holidays listed in the Master Agreement - Avondale School District and the Avondale Chapter 04 Local #202 AFSCME), while on paid vacation leave - with no charge to vacation allowance.
- D. Vacation days do not accrue while on Workers' Compensation.

ARTICLE 22 - HOLIDAYS

Section 22.1

The District agrees to pay all full time employees for the following Holidays not worked, according to the following schedule. For these days, employees will be paid their regularly assigned daily rate.

Transportation bargaining unit employees have agreed to four (4) furlough days; which will include snow days with two (2) holidays (Martin L. King Day and Labor Day).

- A. Twelve (12) month shall be paid for the following holidays not worked. It is understood that all other days in the calendar year are scheduled work days except Saturdays and Sundays. Twelve (12) month may apply for a vacation day or may take the day without pay.

July 4 (when July 4 falls on either Tuesday or Thursday, then the Monday preceding [July 3] or the Friday after [July 5] will be an additional paid holiday)

| | |
|---------------------------|---------------|
| Thanksgiving Day | Good Friday |
| Friday after Thanksgiving | Easter Monday |
| December 24, 25 and 31 | Memorial Day |
| January 1 | |

- B. Bus drivers shall be paid for the following holidays not worked.

| | |
|---------------------------|---------------|
| Thanksgiving Day | January 1 |
| Friday after Thanksgiving | Good Friday |
| December 24 | Easter Monday |
| December 25 | Memorial Day |
| December 31 | |

Bus Drivers working a twelve (12) month schedule shall be paid for July 4.

- C. The employee is not eligible for holiday pay while on unpaid leave or while on Workers' Compensation.

ARTICLE 23 - SICK AND EMERGENCY LEAVE WITH PAY

Section 23.1

Regularly assigned employees will be granted sick leave days as herein listed:

- A. Bus drivers - ten (10) sick leave days per year. Drivers who work a twelve (12) month schedule shall receive twelve (12) sick leave days per year.
- B. Sick leave days accrue at the rate of one (1) per month for those months worked, or while on paid leave (sick leave or paid vacation).
- C. No sick leave days accrue while on approved unpaid leave but personal sick leave bank is retained (Section 25.2).
- D. In order to receive holiday pay, any employee covered by this master agreement shall:
 - 1. Have completed his/her probationary work period, and
 - 2. Work his/her regular assignment the last scheduled work day before and the next scheduled work day after the holiday(s), or
 - 3. Be on paid sick leave the last scheduled work day before and/or the next scheduled work day after the holiday(s), or
 - 4. Be on "approved leave" on the last scheduled work day before the holiday(s) and/or the first scheduled work day after the holiday(s), or
 - 5. An employee who absents himself/herself without approval (as defined above, subparagraph 4) shall lose pay for the day(s) he or she is absent as well as for the holiday(s) which follows or precedes the unapproved absence(s).

Approved leave is defined as leave granted by the Superintendent or his/her designate to an employee who is covered by this agreement for leave with or without pay for the immediate work day(s) before and after the holiday(s). It shall be the sole discretion of the Superintendent or his/her designate to grant or not to grant the aforementioned leave (with or without pay).

Section 23.2

Sick leave days may accumulate according to the above schedule during the course of the employee's seniority. Sick leave days do not accumulate while on leave except for time lost due to a condition which is compensable under Workers' Compensation.

Section 23.3

Sick leave days chargeable to the employee's sick leave bank may be used for the following reasons:

- A. Personal illness (a doctor's certificate may be required to verify absences after three (3) consecutive work days).
- B. Three (3) days may be used annually for illness of an immediate relative (immediate relative is defined as husband, wife, son, brother, sister, daughter, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, and other relatives residing in the employee's home).
- C. Two (2) days per year may be used for personal business. Application is to be made in advance to the building administrator, or Superintendent or his/her designee if the principal is unavailable, for use of sick leave days as personal business days. Personal business is defined as that activity which business days will not be granted on the day

before or after a holiday. Personal business is defined as an activity which could not be acted upon except during school hours.

- D. The employee may petition the Superintendent of Schools for extra days under Paragraphs B and C. It is understood that the Superintendent's decision is not grievable.
- E. Partial day absences will be deducted from the employee's sick bank based on the actual time missed for said day.

Section 23.4

Sick leave days for the year shall be credited to the employees on the first pay of the fiscal year. Employees shall execute a promissory note payable to the Board for repayment in money or days for sick days received, but not earned. Repayment shall be made within a 10 month (for ten month employees) or 12 months (for twelve month employees) period from time of borrowing. If repayment is not made in days accrued, the sick days used will be deducted from the employee's final paycheck.

An employee may use vacation days for an extended illness/injury provided the employee's sick leave bank is exhausted. Vacation days may be used for absences due to extenuating circumstances. Sick days may not be used for vacation days.

Section 23.5

A leave of absence with pay and no charge against the member's sick leave allowance for bereavement shall be granted as follows:

A maximum of three (3) days for a death in the immediate family. Immediate family includes husband, wife, children, step-children, mother, father, step-parents, mother-in-law, father-in-law, guardians, sibling, sibling-in-law, grandparents, grandparents-in-law, or relatives living within the same household as the employee.

The employee may apply to the Superintendent for additional days and permission to attend a funeral of a relative or friend not included in the above definition. Additional days to attend the funeral of a relative defined above or a friend shall be charged against the employee's sick leave day accumulation or be time off without pay.

Section 23.6

An employee may use vacation days for an extended illness or extenuating circumstances provided the employee's sick leave bank is exhausted. Sick days may not be used for vacation days.

ARTICLE 24 - LEAVES OF ABSENCE

Section 24.1

Employees may be granted a leave of absence without pay for up to one (1) year for good cause and with the consent of the District without prejudice to seniority and under such conditions as may then be deemed equitable by the District. The bargaining committee shall be notified promptly of a request and grants for leave of absence and such notice shall be given by the District. Violation of the intent for leave of absence shall be considered grounds for immediate dismissal of the employees. Upon termination of said leave of absence, the employee shall be reinstated to his former position or one reasonably equivalent.

Section 24.2

Annually, up to one (1) member of the Union who has been elected to a Local Union position or selected by the Union to do work which takes them from their employment, shall upon written request of the Union to the District, receive a leave of absence without pay. Upon their return they will be reemployed along with accumulated seniority. If the leave of absence exceeds two (2) years, the employee will be assigned to the first job available for which he/she is qualified.

Section 24.3

Up to one (1) member of the union elected to attend an AFSCME Convention shall be allowed a maximum of three (3) work days annually plus any annual personal business days remaining as a total number of days approved with pay. The use of personal business days will be deducted from their sick bank.

Section 24.4

The district shall automatically deduct the rate compensated by the court when an employee serves as a juror. The deduction will be taken on the 30th calendar day on the reported jury duty absence.

Section 24.5

The District agrees that the same right to reemployment which the law afforded to selective service employees inducted into the Armed Services of the United States of America, shall also extend to employees voluntarily enlisting in such armed forces, providing the employee notifies the District of such enlistment prior to leaving his/her employment seniority for such employee shall accumulate during his/her service in the armed forces for one enlistment period.

Section 24.6

When applicable to eligible employees and per the definitions described by the federal legislation, the Family Medical Leave Act shall cover leaves of absence for family and medical leaves.

Section 24.7

Employees on Board approved leaves of absence shall continue to accrue seniority for up to two (2) years but will not accumulate seniority for purposes of qualifying for salary increments or fringe benefits which are afforded employees with higher seniority. However, an employee on a District approved leave shall retain accumulated sick leave days.

Section 24.8

An employee on medical leave compensated by Workers' Compensation shall accumulate seniority and fringe benefits (to the extent they are allowed) for a period of up to one (1) year from the anniversary of the compensable condition.

Section 24.9

The provisions in this article do not prohibit rights that employees may have under the Family Medical Leave Act.

ARTICLE 25 - TERM LIFE INSURANCE

Section 25.1

The District shall provide thirty thousand dollars \$30,000 term life insurance for all AFSCME employees.

ARTICLE 26 - WORKERS' COMPENSATION

Section 26.1

In the event that an employee loses time because of an accident or illness that is covered and reimbursed by Workers' Compensation Insurance, the District agrees to pay the difference between the compensation and the employee's regularly scheduled day's pay providing that the employee agrees to have a minimum of 1/4 day or more (to the nearest quarter) deducted from his/her PSLB in order to receive a full day's pay (SLB & W.C.). The employee in such an instance shall receive full pay for as long as he/she has sick leave days or until he/she returns to work. However, an employee may elect to receive only Workers' Compensation and not utilize his/her personal sick leave bank.

Section 26.2

Any employee receiving an injury on the job shall be paid for that day's work if he/she is sent home or sent to a doctor because of his/her injury. If the injury occurs when the employee is alone in the building and if it is necessary for him/her to leave the school because of the injury, he/she shall be paid for the day's work providing he/she receives a doctor's statement if such a statement is requested by the District. He/she shall notify his/her supervisor or someone on the list provided to him/her prior to leaving his/her work assignment.

Section 26.3

- A. An employee eligible for Workers' Compensation due to an accident or illness arising out of and in course of employment with the Avondale School District may elect one of the following:
 - 1. Receive Workers' Compensation only.
 - 2. Supplement Workers' Compensation by using the employee's personal sick leave bank as provided in Section 1, above.
- B. Sick leave days accrue while on Workers' Compensation.
- C. Seniority accrues while on Workers' Compensation.
- D. Holiday pay fringe benefits are not paid to employees while they are drawing Workers' Compensation.

ARTICLE 27 - HOSPITALIZATION INSURANCE

Effective upon ratification:

- A. Annual deductible of \$300 single person and \$600 per family
- B. Office Visits - \$20.00
- C. Prescription Coverage: Super Rx

Transportation bargaining unit employees have agreed to pay ten percent (10%) of the monthly health care insurance premium.

Section 27.1

Effective July 1, 2006, after proper application by the employee and acceptance by the health

insurance carrier, MESSA Choices, the Board shall provide full payment of single, two person, and family premium towards the medical insurance provided per summary in Appendix B.

- a. To be eligible for the full health insurance premium payment, the employee must be regularly scheduled to work at least thirty (30) hours per week.
- b. To be eligible for two (2) person health insurance premium payment, the employee must be regularly scheduled to work at least twenty-five (25) hours per week; the District shall pay the premium for two (2) person coverage.
- c. For employees regularly scheduled to work at least twenty (20) hours but regularly scheduled less than twenty-five (25) hours per week, the District shall pay the premium for single-person coverage.
- d. An employee regularly assigned for less than twenty (20) hours per week shall pay for the one person coverage on a pro-rata basis with the District if they wish to have the coverage and if the District can obtain the coverage from the insurance carrier. For example, a fifteen (15) hour per week employee will pay one-fourth (1/4) while the District pays three fourths (3/4).
- e. Should any employee desire more coverage than they qualify for, they will be given the option to pay the difference between the coverage's.

The District shall not be responsible for solicitation of the employees for this insurance but shall have application forms and the necessary information available for the employees.

Section 27.2

Changes in family status shall be reported within 30 days. Bargaining unit members failing to do so shall reimburse the District for any unnecessary premiums paid on the bargaining unit member's behalf.

Section 27.3

The attached descriptions of benefits are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which will be available for inspection during normal working hours at the Human Resources or Business Office. The attached description is subject to underwriting rules and regulations.

The Board shall provide insurance information made available by the Third Party Administrator it selects to employees and the Association upon request.

Section 27.4

The Board reserves the right to select the carrier and/or to self fund all or any portion of the benefits after consultation with the union at the same levels as currently offered.

Section 27.5

Option to Hospitalization Insurance

- A. All AFSCME employees eligible for hospitalization insurance as per Section 28.1.A. may elect to receive the following benefit in lieu of hospitalization insurance:
 1. If the employee regularly works at least twenty (20) or more hours per week, \$125 per month for twelve (12) months (\$1,500 annually).

2. If the employee regularly assigned for less than twenty (20) hours per week, the employee shall receive a prorated amount as follows:
 - 19 hrs/wk = $19/20 = .95 \times \$750 = \712.50
 - 18 hrs/wk = $18/20 = .90 \times \$750 = \675.00
 - 17 hrs/wk = $17/20 = .85 \times \$750 = \637.50
 - 16 hrs/wk = $16/20 = .80 \times \$750 = \600.00
 - 15 hrs/wk = $15/20 = .75 \times \$750 = \562.50

Employees regularly assigned for less than fifteen (15) hours per week are not eligible for this benefit.

3. Employee must sign up within 30 days of eligibility or forfeit any benefit under this section which may have been earned prior to notification to the district.

AFSCME members who experience a change in family status (i.e. full family coverage changing to two person coverage) who do not notify the district of this change within 30 days of the change, will become personally liable to the district for the difference in medical insurance premiums caused by this status change. The district may automatically withhold such amounts from the employee's pay. The employer will notify employees, in writing.

27.5.1 New employees will be provided with information when hired.

ARTICLE 28 - DENTAL/OPTICAL COVERAGE

Section 28.1

The District will provide, during the life of this contract, up to the amounts listed in Section 30.3 below annually in order to provide Dental and Optical benefits to employees covered by this agreement.

Section 28.2

Employees wishing to participate in this program will pick up a dental/optical form from the Business Office prior to treatment or examination. Within ten (10) days of completion of dental work or optical treatment, the form will be returned to the Business Office with the cost of the treatment certified by the doctor.

Section 28.3

The dental/optical forms submitted during the course of the school year, will be reimbursed by July 31 of each year. Should the total approved bills submitted during the course of the school year exceed the amount in the fund, then reimbursement will be prorated - so many cents per dollar. The amount in the fund for each year of the contract shall be \$15,000 per year.

The following rules will govern the use of the fund:

- A. The employee must have completed the one-hundred twenty (120) day probationary period before being eligible to receive payment from the Dental/Optical Fund.
- B. An employee may submit no more than one (1) claim per year for an eye exam.
- C. An employee may submit no more than one (1) claim per year for a set of glasses or for a set of contacts.
- D. Any employee being paid less than four (4) regularly assigned hours per day shall

- receive reimbursement at one-half (1/2) the prorated amount paid to full time employees (those working four (4) hours per day or more).
- E. Cosmetic procedures are not covered.

Section 28.4

An employee must be regularly assigned to ten (10) hours of work per week or more in order to benefit from this dental/optical coverage.

Section 28.5

Any employee who is entitled to dental/optical coverage under this Article, and who has similar coverage under other dental/optical plans, shall be reimbursed (on a prorated basis if necessary) up to that amount not covered under the other dental/optical plan. Abuse of this provision, namely seeking double payments, will result in non-participation in this plan for the duration of this contract as well as possible other disciplinary action.

Section 28.6

Coverage under this Article is limited to husband, wife, and dependent children.

Section 28.7

A committee of four (4); (two (2) AFSCME members and two (2) Avondale Administrators) will resolve any disputes resulting from participation in or the administration of this Article. The decision of this committee is not grievable.

Section 28.8

Should any of the amounts budgeted not be utilized during their scheduled year, then the amount not paid out will be carried over to the succeeding fiscal year.

ARTICLE 29 - LONG TERM DISABILITY

Section 29.1

- A. An eligible employee who is unable to work due to mental or physical disability may go on LTD after 180 calendar days of disability. The LTD benefit shall be 66 2/3% of the employee's gross salary at the time of the last day worked. The 66 2/3% LTD benefit is reduced by other forms of income available to the employee for which the District has helped pay. These "off-sets" include Social Security, retirement, and Workers' Compensation benefits. The intent of the plan is to assure the employee a source of income from various sources equal to the 66 2/3% benefit. The LTD shall continue until the employee's return to work, death or to age 65, if the disability occurs before age 60; for five (5) years if disability occurs between ages 60 and 64; to age 70, but at least one (1) year, if disabled between ages 65-69, and one (1) year, if disabled at age 70 or over.
- B. It is expressly understood by the Union and by the District that this LTD plan is subject to the rules and policies of the underwriter.
- C. The underwriter of this LTD plan shall not be a party to this agreement and coverage and rates are hereby limited to the availability of such coverage and rates as provided by the underwriter of this LTD plan.

D. The District shall select the underwriter for LTD.

A. An employee shall return to work when he/she is certified by an appointed team of qualified physicians.

ARTICLE 30 - SECTION 125 PLAN

Section 30.1

The District will make available to all employees covered by this agreement a voluntary salary reduction plan (commonly know as a Section 125 plan). The salary reduction plan will be administered by a third party administrator selected by the District. The annual open enrollment period will be November 1 through November 30. Participation in this plan is at the sole discretion of the employee.

ARTICLE 31 - TAX SHELTERED ANNUITY

Section 31.1

The District will purchase for an employee, upon written request and signed authorization from that employee, a tax-sheltered annuity within the limits provided by law. The annuity shall be paid for entirely by the employee by means of regular payroll deductions.

ARTICLE 32 – JACKETS/UNIFORMS

Section 32.1

The District shall provide jackets/uniforms according to the following schedules, which the employees shall be required to wear while on duty:

- A. Bus drivers shall receive one (1) work jacket every two years provided by the District. The cost shall not exceed one hundred-twenty five dollars (\$125.00). Jackets will be provided to the driver after successfully completing his/her probationary period. The drivers shall select a committee of the Driver Steward and two (2) drivers who shall recommend a jacket source, color, and style to the Transportation Supervisor.
 - 1. Providing a driver has already received a work jacket, he/she may elect to receive in lieu of a jacket (\$125) to be used for other work related items (boots, gloves, etc).
 - 2. Jackets or money in lieu of jackets will be received beginning October 1, 2008.

ARTICLE 33 - IN-SERVICE TRAINING

Section 33.1

It is recognized by both the District and the AFSCME employees of the Avondale School District that participation in the "in-service training sessions" and other established local and state training sessions by the members of this AFSCME bargaining unit is beneficial to both the District and to the employee(s). Therefore, while in attendance at in-service training sessions at the request of the District, the employees shall receive their regular rate of pay provided the training session is successfully completed. In addition, employees may qualify for the following benefit:

Members of the Avondale AFSCME unit who successfully complete 150 hours of District approved in-service training related to their assignment shall receive an additional 5 cents per hour. After 300 hours of further related training (successfully completed and District approved)

the employee (Avondale AFSCME unit) will receive an additional five cents per hour for a total of 10 cents per hour.

ARTICLE 34 - RETIREMENT

Section 34.1

- A. All employees who have reached the age of fifty-five (55) and who qualify for retirement benefits under the State retirement plan (Michigan Public School Employees Retirement System) and who elect to exercise their benefits under the State retirement plan may petition the Avondale Board of Education for permission to retire. If this request for retirement is approved by the Avondale Board of Education, then the employee shall receive pay at his pay rate at the time of retirement for one-fourth (1/4) of the number of sick leave days accumulated up to a maximum of thirty (30) days. This amount shall be returned to the Avondale School District if the retiree returns to full time school work.

- B. All employees who have reached the age of sixty (60) or older and who qualify for retirement benefits under the State retirement plan (Michigan Public School Employees Retirement System) and who elect to exercise their benefits under the State retirement plan may petition the Avondale Board of Education for permission to retire. If this request for retirement is approved by the Avondale Board of Education, then the employee shall receive pay at his/her pay rate at the time of retirement for one-half (1/2) of the number of sick leave days accumulated up to a maximum of seventy (70) days.

ARTICLE 35 - GENERAL PROVISIONS

Section 35.1

Probationary employees shall not be covered by this Agreement until their probationary periods of three (3) months are successfully completed.

Section 35.2

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

Section 35.3

Non-certified employees of the Avondale School District who are covered by this agreement may be given up to three (3) years credit on the salary schedule for past experience providing this experience is in the area of employment for which the new employee is being considered.

ARTICLE 36 - CONTRACT DEFINITIONS

BARGAINING COMMITTEE - A group of employees appointed by the Union who bargain collectively with the District and who have been recognized by the District as the duly elected representatives of the Union.

BOARD - The Avondale Board of Education, the Avondale Administrative staff and its designees.

DEPARTMENTS - The representative department within the bargaining unit - bus drivers

DISCIPLINE - A verbal or written penalty for a violation of this contract, District policy, or a Principal's directive.

EXTENDED PERIOD - A period of more than three (3) days.

GRIEVANCE COMMITTEE - Employees selected by the Union to serve as Union representatives shall be known as "stewards". The names of employees selected as stewards, and the local Chapter Chairperson, shall be certified in writing to the District by the local union, and the individuals so certified shall also constitute the Union Grievance Committee and the Union Bargaining Committee.

Grievance Definition - A grievance is defined as any alleged violation of the application, meaning, or interpretation of this Agreement.

LAYOFFS - To cease to employ because of a reduction in the working force which may be due to a decrease of work or a limitation or reduction of operating funds.

LOCK-OUTS - The denial of employment by the District to workers during a labor dispute.

LONGEVITY

- a. Longevity pay is not applicable to any stipend paid a driver by the Avondale Board of Education for attendance in any school or training session.
- b. For those drivers who qualify under the terms of the Master Agreement for longevity pay based on their years in Avondale, longevity pay will be applicable to extra trips.

PROBATIONARY PERIOD- The three (3) month period the employee serves at the beginning of his/her employment and during which there are no fringe benefits accruing to the employee.

PROMOTION - The advancement of an employee to a higher paying position.

REGULAR SHIFT - The hours worked every day one (1) hour up to eight (8) hours which are regularly assigned.

REGULARLY EMPLOYED PERSON - One who has a regular assigned duty of one (1) hour or more per school day.

SENIORITY - Seniority shall be defined as the length of time of continuous employment of an employee beginning with his/her effective date of hire as approved by the District. However, seniority will not be valid until the employee has successfully completed the three (3) month probationary period.

SERVICE CHARGE - An amount of money equal to the monthly Union dues paid in lieu by employees in the bargaining unit who elect not to join the Union.

STRIKES - To quit work with mutual understanding by all departments in the Union to enforce compliance with demands made on the District - it is recognized that this is illegal and the Avondale School district Chapter of AFSCME, Local 202, pledges not to engage in this type of activity during the duration of this contract.

STEWARD - A person elected or appointed to represent his/her department in dealings with the District and who also serves as a member of the Grievance and Bargaining Committees.

SUBSTITUTE - A substitute is defined as a person on call to fill in for absent employees on a temporary basis.

TEMPORARY JOB - A temporary job is a vacancy that may periodically develop in any job classification (may be seasonal or because of special programs).

UNION - The Avondale Chapter A of the American Federation of State, County and Municipal Employees AFL-CIO, Local 202 of the American Federation of State, County and Municipal Employees.

UNION DUES - A specific amount of money established by the Local and International Union to be paid once a month by each member of the Union.

WORK SHIFT - The hours worked every day on a regularly scheduled basis.

ARTICLE 37 - TERMINATION, RENEWAL AND MODIFICATION

Section 37.1

This contract shall take effect as of July 1, 2010 and shall remain in force and effect until June 30, 2013. Ninety (90) days prior to the termination as herein provided, either party shall notify the other of intent to review or modify the current agreement. At least sixty (60) days prior to the expiration of this written agreement, the parties will begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment.

Section 37.2

Upon receipt of this notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a new and just settlement.

APPENDIX A

SALARY SCHEDULES

- A. Effective 7-1-10 employees have conceded to give back four percent (4%) of their wages.
- B. There will be a wage opener in 2011-2012.
- C. There will be a wage opener in 2012-2013.

Section 1

Bus Driver

| Step | 2008-2009 |
|------|-----------|
| 1 | \$ 13.94 |
| 2 | \$ 14.72 |
| 3 | \$ 15.76 |
| 4 | \$ 16.33 |
| 5 | \$ 16.76 |
| 6 | \$ 17.37 |

- A. Extra runs will be paid at the driver's regular rate.

Extra trips which push the assigned work hours over forty (40) hours per week will be paid at time and one-half of the extra run rates. Extra trips driven on Sundays and Holidays will be paid double time at the extra run rate.

- B.
 - 1. Time spent in bus driver school, as shown on the certification issued by the Intermediate School District, will be paid at the driver's regular rate.
 - 2. Actual time spent up to four (4) hours will be paid driver's regular rate for completing the necessary annual state testing requirements for licensing as a public school bus driver.
 - 3. Drivers will be paid regular rate for time spent in meetings called by the Transportation Supervisor. The minimum paid time will be one (1) hour or a driver's unassigned time between runs whichever is less.
 - 4. Drivers performing bus detailing and cleaning during summer recess will be compensated at the rate of \$9.50 per hour, or current hourly rate, whichever is greater. Scheduling of bus detailing/cleaning shall be determined by the Supervisor of Transportation.

Section 2

Longevity

- More than 10 full years work, \$.10 per hour.
- More than 15 full years work, \$.05 per hour additional.
- More than 20 full years work, \$.05 per hour additional.
- More than 25 full years work, \$.05 per hour additional.
- More than 30 full years work, \$.05 per hour additional

Section 3

The salary schedules will be retroactive as indicated for all employees covered by this agreement who are employed within a representation department at the time this agreement is ratified.

Section 4

Pay sheets will be turned in to the Transportation Supervisor by noon on Thursday. The bi-weekly pay period shall begin Saturday a.m. and end Friday p.m.

1. Any changes made to a driver's time sheet by the Transportation Supervisor will be initialed by the driver before they are turned in to the payroll department.

Section 5

All AFSCME 04 members will participate in the direct deposit payroll program offered by the District. This program will allow AFSCME 04 members to select any U.S. bank, credit union or savings institution which participates in ACH transactions for deposit of payroll. The District will not charge AFSCME 04 members for the service.

MESSA Choices/Choices II Medical Plan Highlights



1475 Kendale Blvd., P.O. Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

Health Care Benefits for You and Your Covered Dependents

All services must be **medically necessary** and performed by a qualified provider.

| | In-Network | Out-of-Network |
|--|---|-------------------------------------|
| <ul style="list-style-type: none"> Deductible Maximum (<i>per calendar year</i>) Applies to all services except preventive care and prescription drugs | For your specific plan information check the "My Benefits" link in the Member section of the home page at www.messa.org . This information is also available at your Business Office and in your Collective Bargaining Agreement, if applicable. | |
| <ul style="list-style-type: none"> Out-of-pocket Maximum (<i>per calendar year</i>) Excludes deductibles, flat-dollar co-payments, charges above the approved amount, charges for services not covered under the plan | None - due to minimal co-payments and 100% coverage for most services | \$2,000 individual / \$4,000 Family |
| <ul style="list-style-type: none"> Lifetime Benefit Maximum | Unlimited | Unlimited |

| Type of Service | In-Network Provider <i>(after deductible)</i> | Out-of-Network Provider <i>(after deductible)</i> |
|--|--|--|
| Office Visits | Various co-payment options are available | 80% of the approved amount |
| Inpatient Hospital <ul style="list-style-type: none"> Semi-private room and board (<i>includes supplies and services</i>) Physician Charges | 100% | 80% of the approved amount |
| Surgical Services <i>Includes: surgeon, assistant surgeon and anesthesiologist charges</i> | 100% | 80% of the approved amount |
| Hospital Emergency Room (ER) - Co-payment waived if admitted or due to accidental injury <ul style="list-style-type: none"> Hospital Charges | Various co-payment options are available | Various co-payment options are available |
| <ul style="list-style-type: none"> ER Physician Charges | 100% | 80% of the approved amount |
| Urgent Care - Co-payment waived if services are required to treat a medical emergency or accidental injury | Various co-payment options are available | 80% of the approved amount |
| Preventive Care <ul style="list-style-type: none"> Well baby and well child care visits: <ul style="list-style-type: none"> 6 visits per year through age 1 2 visits per year ages 2 through 3 1 visit per year for children ages 4 through 15 Childhood and Adult Immunizations - As recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics Cancer Screenings Health Maintenance Exams - age 16 through adult, 1 per calendar year | 100% No deductible <i>(Adult Immunizations are covered via rider only)</i> | Not Covered <i>(except for mammograms)</i> |
| Chiropractic Services including Modalities Up to 38 visits (<i>combination of in-network and out-of-network visits</i>) per calendar year | 100% | 80% of the approved amount |

Over→

| Type of Service | In-Network Provider (after deductible) | Out-of-Network Provider (after deductible) |
|--|---|--|
| Diagnostic Lab & X-Ray | 100% | 80% of the approved amount |
| Radiation & Chemotherapy | 100% | 80% of the approved amount |
| Allergy Testing & Therapy | 100% | 80% of the approved amount |
| Additional Covered Services | | |
| <ul style="list-style-type: none"> ■ Medical Supplies and Equipment ■ Ambulance ■ Hearing Care <i>(plan limits apply)</i> ■ Skilled Nursing Facility ■ Hospice ■ Home Health Care ■ Human Organ Transplant - when authorized and performed at an approved facility <i>(plan limits apply)</i> | 100% | 100% of the approved amount In-network deductible applies when there is no network for services |
| Mental Health and Substance Abuse | | |
| Outpatient Care | | |
| <ul style="list-style-type: none"> ■ Mental health care ■ Substance abuse treatment | Various co-payment options are available | 80% of the approved amount |
| Inpatient Care | | |
| <ul style="list-style-type: none"> ■ Pre-authorization required | 100% | 80% of the approved amount |
| Outpatient Physical, Occupational, and Speech Therapy | | |
| Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider | 100% | 80% of the approved amount |

■ **Medical Case Management (MCM)**

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through these difficult times by providing flexibility, support and direct involvement in the management of their health care.

■ **Prescription Drug Coverage**

Group prescription drug coverage is included with this plan. For your specific plan information check the "My Benefits" link in the Member section of the home page at www.messa.org. This information is also available at your Business Office and in your Collective Bargaining Agreement, if applicable.

■ **MESSA Help Lines - NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.336.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ **Covered Services and Approved Amounts**

In-Network providers bill BCBSM and MESSA directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan co-payment requirements.

Out-of-Network providers may or may not bill BCBSM or MESSA directly. The member is responsible to the provider for any deductibles, co-payments and amounts that are in excess of the approved amount for the service as predetermined by MESSA and BCBSM. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & BCS Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

Additional Benefits for You

| | | |
|---|---------|---|
| Life Insurance | \$5,000 | Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last. |
| Accidental Death & Dismemberment Insurance (AD&D) | \$5,000 | |

Life and AD&D insurance underwritten by Life Insurance Company of North America.

This is a brief summary of the MESSA Choices/Choices II Plans. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800.336.0013.

MESSA Choices and MESSA Choices II Adult Immunization Rider Gives Educational Employees Extra Protection

MESSA's Adult Immunization Rider is a valuable new benefit option designed specifically for educational employees. Keeping our members healthy and on the job is part of our mission. We know how difficult it is to avoid germs and viruses – especially in a school environment.

Fortunately, MESSA's new Adult Immunization Rider is now available to give educational employees an added measure of protection and prevention against the flu and other communicable diseases. Our rider is available for MESSA Choices and Choices II health plans as a stand-alone product or as part of our new In-network co-payment and deductible riders. (MESSA's plan riders must be bargained on a group basis.)

MESSA's Adult Immunization Rider provides coverage for qualifying adult immunizations as a **preventive** benefit at 100% of the allowable amount with no deductible or co-payment.* Qualifying immunizations include those recommended for adults by the Advisory Committee on Immunization Practices (ACIP). These recommendations are updated annually at:

<http://www.cdc.gov/mmwr/PDF/wk/mm5901-Immunization.pdf>

Adult Immunizations Rider coverage (as of 1/1/2009) includes:

- ⊙ Influenza shot
- ⊙ Hepatitis A
- ⊙ Hepatitis B
- ⊙ HPV/Gardasil for members and covered dependents age 19 to 26
- ⊙ Meningococcal
- ⊙ Pneumococcal
- ⊙ Measles, mumps, rubella (MMR)
- ⊙ Tetanus, diphtheria and acellular pertussis for adults with uncertain vaccination histories
- ⊙ Zoster for age 60 and older
- ⊙ Vaccinations needed for overseas travel, including yellow and jungle fever

To be eligible for coverage, adult immunizations must be administered:

- by an In-network provider, or
- at a MESSA-sponsored worksite wellness event, or
- by a Public Health Department

If you are covered by MESSA's Adult Immunization Rider and have questions, please call MESSA's Member Service Center at 800.336.0013. If you would like your employee group to secure coverage for adult immunizations, please discuss this rider with your local leadership or call your MESSA field representative at 800.292.4910.

*This flyer explains MESSA's Adult Immunization Rider coverage. Childhood immunizations (through age 18) for covered dependents are already covered under MESSA Choices and Choices II. We pay for childhood immunizations as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics.

“An ounce
of
prevention
is worth a
pound of
cure.”

— Benjamin
Franklin

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Understanding How Your MESSA Choices/Choices II Deductibles Work

Your MESSA Choices/Choices II plan may have a new rider that introduces an in-network deductible and modifies the out-of-network deductible. Following is important information on how these new riders work:

- ▶ Deductible year: January 1 through December 31.
- ▶ Preventive care, cancer screenings, and prescription drugs are not subject to the in-network deductible. All other in-network services are subject to the in-network deductible.
 - For services where there is no network, the in-network deductible will apply.
 - Copayments do not accrue to the deductible.
- ▶ In certain emergency situations, Office Visit, Urgent Care and Emergency Room copayments may be waived (e.g., you are admitted to the hospital from the emergency room). However, the annual deductible will still apply.
 - **Example:** You have a \$200 deductible, go to the emergency room and are admitted to the hospital. Your \$50 emergency room copayment will be waived, but if you have not already met your \$200 in-network deductible, you will be responsible for that.
- ▶ If the plan deductible increases during the calendar year, any deductible held to date during the calendar year will be applied to help satisfy the new deductible for the remainder of that calendar year. Each January 1st the entire deductible will need to be met before benefits are payable.
 - If moving from a Traditional to a PPO plan, the deductible will be applied on the in-network side.
 - If moving from one deductible level to another, both in- and out-of-network deductibles will be applied to the new level.
- ▶ The in-network deductible has a *carry-over* provision: Services incurred and applied to the calendar year deductible in October, November and December “carry-over” to help satisfy the in-network deductible for the next calendar year. There is **no** carry-over provision for out-of-network deductible.
- ▶ In-network and out-of-network deductibles are always separate. In-network deductible amounts *are not* credited to the out-of-network deductible. Out-of-network deductible amounts are credited to the in-network deductible if the in-network deductible has not been previously satisfied.
- ▶ You should always check with out-of-network providers to ensure that, at the very least, they participate with Blue Cross Blue Shield of Michigan (BCBSM). **Non-participating providers have no contract with BCBSM and can “balance bill” you — the additional out-of-pocket costs can be significant.**
- ▶ Adult Immunization coverage is included in all of the deductible and copayment riders. They are considered preventive and are not subject to the deductible. Adult Immunization guidelines can be found at the following link:

<http://www.cdc.gov/mmwr/PDF/wk/mm5901-Immunization.pdf>

For questions about your MESSA health plans call MESSA Member Services at 800.336.0013 or call your local MESSA Field Representative at 800.292.4910



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MESSA Saver Rx

PROGRAM OVERVIEW



8 *ways to save*



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MESSA Saver Rx

MESSA's new **MESSA Saver Rx** drug program is designed to help MESSA members save money and stay healthy by providing discounted copayments on hundreds of generic maintenance drugs prescribed for chronic conditions. **MESSA Saver Rx** will also reduce health care costs over the long term for our members and for their MESSA health plan by providing lower copayments for prescription drugs that are critical to managing chronic conditions and symptoms.



MESSA Saver Rx is an innovative and unique program on the leading edge of Value-Based Insurance Design (VBID) principles. Medical research on VBID strategies shows that lowering copayments for generic prescription drugs used to treat certain chronic conditions increases patient compliance with taking the prescription as directed. Increased patient compliance reduces the number of subsequent acute events, emergency room visits and hospitalizations. With **MESSA Saver Rx**, copayments range from \$2 to \$40 (Note:

the copayment can be more than \$40 if a patient insists on purchasing a brand name prescription drug when a generic is available and medically appropriate).

MESSA Saver Rx provides many cost-effective strategies that save money for members by reducing their copayments and limiting their out-of-pocket costs while supporting their good health. Members can limit their copayments by talking with their doctor about generic equivalents and therapeutic alternatives, and by asking for 90-day supplies of maintenance prescriptions.

UNDERSTANDING THE DIFFERENCE BETWEEN GENERIC EQUIVALENTS AND THERAPEUTIC ALTERNATIVES

Generic equivalents and "therapeutic alternative" prescription drugs are different. Generic equivalents for a brand name drug have the same active chemical ingredients as the brand name version. Therapeutic alternatives are drugs that have essentially the same medical effect in the treatment of a disease or condition, but they do not contain the

same active ingredients as the brand name drug. If a doctor prescribes a brand name drug that does not have a generic equivalent, a member can avoid the \$40 brand name copayment by asking the doctor to prescribe a generic therapeutic alternative that is medically appropriate.

8 ways to save



- 1 \$2 copayment for up to a 34-day supply of generic maintenance medications for specific chronic conditions and diseases**, including hundreds of generics used to treat asthma, diabetes, high blood pressure and high cholesterol. If a patient has been diagnosed with one of these conditions, she should talk with her doctor about the “therapeutic classes” listed on the next page to see if there’s a \$2 generic that is medically appropriate for her condition.
- 2 \$10 copayment for up to a 34-day supply of all other generics.**
- 3 \$10 copayment for up to a 34-day supply of Over-the-Counter (OTC) medications used to treat heartburn and seasonal allergies.** A prescription for the OTC drug is required and must be presented and filled at the pharmacy counter in order to be covered. The member pays only the \$10 copayment and the pharmacy will bill the remaining costs to their health plan. OTC drugs covered by the \$10 copayment are Prilosec[®], Prevacid[®], Zegerid[®], Claritin[®], Claritin D[®], Zyrtec[®] and Zyrtec D[®] (list current as of July 1, 2010).
- 4 \$20 copayment (reduced from \$40) for up to a 34-day supply for specific brand name maintenance drugs used to treat diabetes and asthma.** For diabetes, covered drugs are Insulin and Glucagon emergency kits. For asthma, covered drugs are fast-acting and long-lasting inhalers and drugs in the “Leukotriene Modifiers” therapeutic class like Singulair[®]. Currently there are no generic versions of these drugs. Consistent use of these medications is critical for long-term management of diabetes and asthma. Increased patient compliance with prescription directions also lowers medical costs over the long term by helping to reduce the frequency of emergency room visits and hospitalizations.
- 5 \$40 copayment for up to a 34-day supply of brand name drugs when no generic product exists.** The median cost of a brand name drug to MESSA is \$215. Members can reduce their brand name copayment by asking their doctor about prescribing a “therapeutic

alternative” instead. If the brand name prescription is a maintenance medication for a chronic condition, members can also ask their doctors for a 90-day prescription and save a full copayment every three months (see #7 & #8 below).

- 6 Whenever possible choose generics.** When the member insists on a brand name drug when a generic is available and medically appropriate, the member must pay a \$40 copayment plus the difference between the BCBSM-approved amount and the retail cost of the drug (which can be substantial).
- 7 Save with a 90-day retail network pharmacy.** Most Michigan pharmacies participate in the BCBSM/MESSA 90-day retail network. If the patient is taking one of the \$2 generics for high blood pressure, high cholesterol, diabetes or asthma, the copayment for a 90-day supply is \$4.

Members who are taking a generic maintenance medication for other chronic conditions can fill a 90-day prescription and pay \$20 (two \$10 copayments) versus \$30. Similarly if the prescription is for a brand name with no generic available, the copayment is \$40 for up to a 34-day supply and \$80 for a 90-day supply (versus \$120 when purchased monthly).

IMPORTANT NOTE: When a member insists on a brand name drug when a generic is available and medically appropriate, the member must pay the appropriate copayment PLUS the difference between the BCBSM-approved amount and the retail cost of the drug.

- 8 Save with Medco-by-Mail.** Purchase a 90-day supply of a maintenance medication from MESSA’s mail order pharmacy, Medco-by-Mail. Similar to purchasing from a 90-day retail network pharmacy, Medco-by-Mail provides a 90-day supply (with a 90-day prescription) for the price of two copayments. Full details on mail order purchasing are available in the Prescriptions by Mail area at www.messa.org.

IMPORTANT NOTE: When a member insists on a brand name drug when a generic is available and medically appropriate, the member must pay the appropriate copayment PLUS the difference between the BCBSM-approved amount and the retail cost of the drug.

MESSA Saver Rx: Important Notes and Additional Information

1. There are hundreds, if not thousands, of generic prescription drugs that are eligible for the \$2 copayment provision in MESSA Saver Rx. The list can change daily as new generics come to market. Because of the large size of the list and its quick-changing nature, as a member convenience MESSA defines the list of drugs eligible for the \$2 copayment based on the medical condition and by large "therapeutic classes" of generics. The conditions and therapeutic classes are listed below:
 - a. Asthma
 - Sympathomimetic agents
 - b. Diabetes
 - Antidiabetic agents
 - c. High blood pressure, high cholesterol and coronary artery disease
 - ACE Inhibitors
 - Alpha Beta Blockers
 - Beta Blockers
 - Calcium Channel Blockers
 - Cardiac Drugs, NEC
 - Loop Diuretics
 - Potassium Sparing Diuretics
 - Thiazide Diuretics
2. Members cannot combine a coupon or other manufacturer offer with Over-the-Counter drugs (Prilosec, Prevacid, Zegerid, Claritin, Claritin D, Zyrtec and Zyrtec D) covered by the \$10 copayment. A prescription for the OTC drug is required and must be presented and filled at the pharmacy

counter in order to be covered. This list may be updated over time due to market changes.

3. MESSA Saver Rx includes an annual \$1,000 per person/\$2,000 per family copayment maximum. When a generic is available and the member insists on the brand name drug, the charges above the \$40 brand name copayment do not count toward the annual maximum.
4. Plan coverage is available at out-of-state pharmacies associated with Medco. If a member is outside of Michigan and needs to fill a prescription, she should call ahead or ask the pharmacist to make sure the pharmacy participates with Medco. MESSA members can also search for a participating pharmacy at: www.messa.org or call the MESSA Member Service Center at 800.336.0013.
5. If a member's physician writes DAW for a brand name when a generic is available, the member could incur substantial costs above the copayment amount. The physician may request an exception for the patient to take the brand name by submitting documentation that the patient has tried the generic and it is not appropriate because of side effects or because it is ineffective.

The information in this program overview of the MESSA Saver Rx plan is intended to be general in nature and not definitive. This information is current as of July 1, 2010. If you have specific questions about plan coverage under MESSA Saver Rx, please call MESSA's award-winning Member Service Center at 800.336.0013.

TAKING A BRAND NAME? MEMBERS CAN SAVE WITH A GENERIC EQUIVALENT OR A THERAPEUTIC ALTERNATIVE

Lipitor® v. a generic statin

If a member takes Lipitor every day to treat high cholesterol, his annual cost with MESSA Saver Rx is \$320 (4 x \$80 copayment for a 90-day supply). In addition to his copayment, the cost to his MESSA health plan for a year's supply of Lipitor is \$1248. The total annual member/plan cost for Lipitor: \$1568.

If the member chooses to take a generic therapeutic alternative statin instead of Lipitor, his annual costs would be lowered to \$16 (4 x \$4 for a 90-day supply). The member would save \$304. The cost to his health plan for a year's supply of a generic statin would be approximately \$300 (\$948 less than the cost of Lipitor to his plan). **The total annual member/plan cost would be about \$316 and the total savings for the member and his health plan would be about \$1252 every year.**

Nexium® v. Prilosec® OTC

If a member takes Nexium every day to treat heartburn, her annual cost with MESSA Saver Rx is \$320 (4 x \$80 copayment for a 90-day supply). In addition to her copayment, the cost to her MESSA health plan for a year's supply of Nexium is \$2328. The total annual member/plan cost for Nexium: \$2648.

If the member chooses to take Prilosec OTC, an over-the-counter generic therapeutic alternative that is also effective for treating heartburn, instead of Nexium, her annual costs would be lowered to \$80 (4 x \$20 for a 90-day supply). The member would save \$240. The cost to her health plan for a year's supply of Prilosec OTC is \$179. The total annual member/plan cost for Prilosec OTC: \$259. **Taking Prilosec OTC instead of Nexium saves each member and her health plan about \$2400 every year.**

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MESSA Saver Rx

BENEFITS AT A GLANCE

MESSA's new **MESSA Saver Rx** drug program is designed to help MESSA members save money and stay healthy by providing discounted copayments on hundreds of generic maintenance drugs prescribed for chronic conditions. **MESSA Saver Rx** will also reduce health care costs over the long term for our members and for their MESSA health plans by providing lower copayments for prescription drugs that are critical to managing chronic conditions and symptoms.

With **MESSA Saver Rx**, copayments range from \$2 to \$40 (and more than \$40 if a patient insists on purchasing a brand name when a generic is available and medically appropriate). **MESSA Saver Rx** provides many cost-effective strategies that help you save money by giving you the power to reduce your copayments and limit your out-of-pocket costs while supporting your good health. Talk with your doctor about generic options, including "therapeutic alternatives," and ask for 90-day prescriptions for maintenance medications.

8 Ways to Save

- 1 \$2 copayment for up to a 34-day supply of generic maintenance medications for specific chronic conditions and diseases, including hundreds of generics used to treat asthma, diabetes, high blood pressure and high cholesterol.
- 2 \$10 copayment for up to a 34-day supply of all other generics.
- 3 \$10 copayment for up to a 34-day supply of Over-the-Counter (OTC) medications used to treat heartburn and seasonal allergies. A prescription for the OTC drug is required and must be presented and filled at the pharmacy counter in order to be covered. You pay only a \$10 copayment and the pharmacy will bill your health plan. Covered OTC drugs are: Prilosec[®], Prevacid[®], Zegerid[®], Claritin[®], Claritin D[®], Zyrtec[®] and Zyrtec D[®].
- 4 \$20 copayment (reduced from \$40) for up to a 34-day supply for specific brand name maintenance drugs used to treat diabetes and asthma. For diabetes, covered drugs are Insulin and Glucagon emergency kits. For asthma, covered drugs are fast-acting and long-lasting inhalers and drugs in the "Leukotriene Modifiers" therapeutic class like Singulair[®].
- 5 \$40 copayment for up to a 34-day supply of brand name drugs when no generic exists. You can reduce your brand name copayment by asking your doctor for a 90-day prescription and about generic "therapeutic alternatives."
- 6 Whenever possible choose generics. There is a \$40 copayment plus the difference between the BCBSM-approved amount and the retail cost of the drug (which can be substantial) when the patient insists on a brand name drug when a generic is available and medically appropriate.
- 7 Save with a 90-day retail network pharmacy. Most Michigan pharmacies participate in the BCBSM/MESSA 90-day retail network. Fill a 90-day prescription and only pay two copayments—saving a full copayment every three months. Important note: See #6 above.
- 8 Save with Medco-by-Mail. Purchase a 90-day supply of a maintenance medication from MESSA's exclusive mail order pharmacy, Medco-by-Mail. Similar to purchasing from a 90-day retail network pharmacy, Medco-by-Mail provides a 90-day supply (with a 90-day prescription) for the price of two copayments. Full details on mail order purchasing are available in the Prescriptions by Mail area at www.messa.org. Important note: See #6 above.



MESSA Saver Rx:

Important Notes and Additional Information

1. There are hundreds, if not thousands, of generic prescription drugs that are eligible for the \$2 copayment provision in **MESSA Saver Rx**. The list can change daily as new generics come to market. Because of the large size of the list and its quick-changing nature, as a member convenience MESSA defines the list of drugs eligible for the \$2 copayment based on the medical condition and by large "therapeutic classes" of generics. The conditions and therapeutic classes are listed below:
 - a. Asthma
 - Sympathomimetic agents
 - b. Diabetes
 - Antidiabetic agents
 - c. High blood pressure, high cholesterol and coronary artery disease
 - ACE Inhibitors
 - Alpha Beta Blockers
 - Beta Blockers
 - Calcium Channel Blockers
 - Cardiac Drugs, NEC
 - Loop Diuretics
 - Potassium Sparing Diuretics
 - Thiazide Diuretics
2. Patients cannot combine a coupon or other manufacturer offer with Over-the-Counter drugs (Prilosec, Prevacid, Zegerid, Claritin, Claritin D, Zyrtec and Zyrtec D) covered by the \$10 copayment. A prescription for the OTC drug is required and must be presented and filled at the pharmacy counter in order to be covered. This list may be updated over time due to market changes.
3. MESSA Saver Rx includes an annual \$1,000 per person/\$2,000 per family copayment maximum. When a generic is available and the member insists on the brand name drug, the charges above the \$40 brand name copayment do not count toward the annual maximum.
4. Plan coverage is available at out-of-state pharmacies associated with Medco. If a member is outside of Michigan and needs to fill a prescription, she should call ahead or ask the pharmacists to make sure the pharmacy participates with Medco. MESSA members can also search for a participating pharmacy at www.messa.org or call the MESSA Member Service Center at 800.336.0013.
5. If a member's physician writes DAW for a brand name when a generic is available, the member could incur substantial costs above the copayment amount. The physician may request an exception for the patient to take the brand name by submitting documentation that the patient has tried the generic and it is not appropriate because of side effects or because it is ineffective.

The information in this program overview of the **MESSA Saver Rx** plan is intended to be general in nature and not definitive. This information is current as of July 1, 2010. If you have specific questions about plan coverage under **MESSA Saver Rx**, please call MESSA's award-winning Member Service Center at 800.336.0013.



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MESSA Saver Rx

PRESCRIPTION DRUG RIDER BOOKLET



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MESSA Saver Rx Prescription Drug Program

The MESSA Saver Rx Prescription Drug Program is made available by a Group Operating Agreement between MESSA and Blue Cross Blue Shield of Michigan (BCBSM).

BCBSM underwrites this coverage. Administration of this plan is shared between MESSA and BCBSM.

If you have any questions about your prescription drug program, please contact MESSA.

All the terms, definitions, limitations, exclusions and conditions of your MESSA health plan are described in detail in your plan coverage booklet. Please place this prescription drug program description with your MESSA plan coverage booklet.

Section 1: How to File a Claim

The prescription drug benefits provided by this program are underwritten by BCBSM. This means you can take advantage of the program provider network and eliminate the need for any paperwork on your part. The following information explains how providers are paid.

Your prescription drug claims are paid based on the network status of the pharmacy involved.

Participating or Panel Pharmacy (hereinafter referred to as network)—To obtain your prescription drug or refill from a network pharmacy or provider:

- show your MESSA/BCBSM identification card to the pharmacist at the time of purchase; and
- pay the network pharmacist your copayment for each prescription or refill.

The pharmacy will send a claim form to BCBSM for payment.

Non-Participating or Non-Panel Pharmacy (hereinafter referred to as non-network)—To obtain your prescription from a non-network pharmacy, have the pharmacist give you an itemized statement/receipt, indicating the following information:

- member's name and enrollee number;
- full name of patient for whom the prescription is being filled;
- name, address, and telephone number of the pharmacy;
- prescription number;
- National Drug Code (NDC) code;
- quantity of prescription and number of days supplied;
- description, name and strength of drug; and
- price of each prescription, including applicable sales tax.

Send your itemized receipt to MESSA for payment. You will be reimbursed 75 percent of the approved amount (100 percent for emergency pharmacy services), minus your copayment.

1.1 Filing Deadlines

All claims must be submitted to MESSA/BCBSM within two years of the date of service.

If you have any questions regarding your prescription drug claims, please call the MESSA Member Service Center.

Section 2: Prescription Drug Benefits

2.1 Copayment

Your copayment for each covered drug or refill when obtained from a network pharmacy is:

- \$2 for generic drugs in certain therapeutic classes used to treat specific chronic conditions. As of 7/1/10 the covered conditions are asthma, coronary artery disease, diabetes, high blood pressure and high cholesterol.
- \$10 for all other generic drugs
- \$10 for specific, Over-the-Counter (OTC) medications — for the treatment of seasonal allergies and heartburn — with a written prescription. As of 7/1/10 the covered OTC medications for the treatment of seasonal allergies are Claritin[®], Claritin D[®], Zyrtec[®], and Zyrtec D[®]. The covered OTC medications for the treatment of heartburn are Prevacid[®], Prilosec[®] and Zegerid[®].
- \$20 for specific brand-name drugs for which there is no generic or therapeutic equivalent. As of 7/1/10 this includes insulin and glucagon emergency kits for diabetics; fast-acting or long-lasting inhalers and Leukotriene Modifiers (such as Singulair[®]) for the treatment of asthma.
- \$40 for all other brand name drugs, including single-source drugs where no generic is available.

Note: If the approved amount is less than the copayment, you pay only the approved amount for the drug.

2.2 Maximum Allowable Cost (MAC) Drugs - Generic Program

When a network retail or mail-order provider fills a prescription with a MAC drug, we will pay the approved amount of the generic drug after deducting your copayment.

However, if you obtain a brand name drug when a generic equivalent drug is available, even if your physician writes "Dispense as Written" or "DAW" on the prescription, you must pay your copayment *plus*:

- The difference between the maximum allowable cost and the BCBSM-approved amount for the brand name drug. This amount may be substantial and is not applied toward your annual copayment maximum.

Exception: If your prescribing physician requests and receives authorization for a brand name drug from BCBSM's Pharmacy Services Department **and** writes "Dispense as Written" or "DAW" on the prescription, you pay only your copayment. Only a physician may contact the Pharmacy Services Department to request an exception. Consideration of an exception is based on documentation that the patient has tried the generic and it is not appropriate due to side effects or lack of efficacy.

2.3 Covered Drugs/Quantities

We pay for the following items:

- "Rx only" drugs (those requiring a prescription under federal law);
- compound medications containing at least one "Rx only" drug;
- state-controlled drugs;
- injectable insulin;
- needles and syringes for covered injectable drugs, insulin or self-administered chemotherapeutic drugs; and
- "Rx only" oral, injectable or self-administered contraceptive medications.

Payment will be made to network retail pharmacies for up to a 34-day supply of a covered drug or refill for a single copayment.

Payment will be made to a network mail order pharmacy for quantities up to a 34-day supply for a single copayment and for 35 - 90 days for a double copayment.

Payment will be made to a 90-day retail network pharmacy for up to a 34-day supply for a single copayment and for an 84 - 90 day supply for a double copayment.

2.4 Covered Drugs Obtained from a Network Pharmacy

When a network pharmacy fills a prescription for a covered drug, we will pay the approved amount for the drug, after deducting your copayment. See *How to File a Claim* in Section 1.

Note: If the approved amount for a covered drug is less than your copayment, you pay only the approved amount.

2.5 Covered Drugs Obtained from a Non-Network Pharmacy

When a non-network pharmacy fills a prescription for a covered drug, you must pay the pharmacist the full cost of the drug and submit a claim form and proof of payment to MESSA.

MESSA will reimburse you 75 percent (100 percent for emergency pharmacy services) of the approved amount for the drug, minus your copayment. See *How to File a Claim* in Section 1.

2.6 Medco-by-Mail

Your copayment for up to a 34-day supply of a covered drug or refill obtained from MESSA's exclusive mail-order provider is:

- \$2 for generic drugs in specific therapeutic classes prescribed for the treatment of specified chronic conditions
- \$10 for generic drugs
- \$10 for specific OTC drugs with prescription
- \$20 for specific brand name drugs for which there is no generic or therapeutic equivalent
- \$40 for all other brand name drugs, including single-source drugs where no generic is available (plus the cost difference between the BCBSM-approved amount and the actual retail cost of the drug when the member insists on a brand name when a generic is available and medically appropriate)

Your copayment for a 35- to 90-day supply of a covered drug or refill obtained from a designated mail-order provider is:

- \$4 for generic drugs in specific therapeutic classes prescribed for the treatment of specified chronic conditions
- \$20 for generic drugs
- \$20 for specific OTC drugs with prescription
- \$40 for specified brand name drugs for which there is no generic or therapeutic equivalent
- \$80 for brand name drugs (plus the cost difference between the BCBSM-approved amount and the actual retail cost of the drug when the member insists on a brand name when a generic is available and medically appropriate)

Reminder: If you choose a brand name drug when a generic is available, you will pay your copayment PLUS the ingredient

cost difference for the entire prescription duration. When the mail-order provider fills a prescription for a covered drug, we will pay the approved amount minus your copayment for the drug. Payment will be made directly to the mail-order provider. Specialty medications may be handled separately. See Definitions in Section 5.

2.7 90-Day Retail Drug Coverage (*mail order alternative*)

We will cover prescription drug benefits for up to a 90-day supply of medication obtained from a 90-day retail network pharmacy as follows:

For up to a 34-day supply of medication from a 90-day retail network pharmacy, your copayment is:

- \$2 for generic drugs in specific therapeutic classes prescribed for the treatment of specified chronic conditions
- \$10 for generic drugs
- \$10 for specific OTC drugs with prescription
- \$20 for specific brand name drugs for which there is no generic or therapeutic equivalent
- \$40 for all other brand name drugs, including single-source drugs where no generic is available (plus the cost difference between the BCBSM-approved amount and the actual retail cost of the drug when the member insists on a brand name when a generic is available and medically appropriate)

For a 35 - 83-day supply of medication there is no coverage available from the 90-day retail network program.

For an 84 - 90-day supply of medication from a 90-day retail Network pharmacy, your copayment is:

- \$4 for generic drugs in specific therapeutic classes prescribed for the treatment of specified chronic conditions
- \$20 for generic drugs
- \$20 for specific OTC drugs with prescription
- \$40 for specified brand name drugs for which there is no generic or therapeutic equivalent
- \$80 for brand name drugs (plus the cost difference between the BCBSM-approved amount and the actual retail cost of the drug when the member insists on a brand name when a generic is available and medically appropriate)

Reminder: If you choose a brand name drug when a generic is available, you will pay your copayment PLUS the ingredient cost difference for the entire prescription duration. When the mail-order provider fills a prescription for a covered drug, we will pay the approved amount minus your copayment for the drug. Payment will be made directly to the mail-order provider.

Specialty medications may be handled separately. See Definitions in Section 5.

2.8 Copayment Maximum

Your annual copayment maximum for purchases from a retail or mail-order network pharmacy is:

- \$1,000 per member
- \$2,000 per family

Once you have met the annual copayment maximum, no more copayments will be required for the remainder of the calendar year.

The following do **not** apply toward your annual out-of-pocket copayment maximum:

- covered drugs obtained from a non-network pharmacy (both retail and mail-order);
- amounts that exceed our approved amount for covered drugs or non-network retail sanction amounts;
- payment for non-covered drugs; and
- any reimbursement when the member pays up front.

Section 3: Exclusions and Limitations

We will not pay for the following:

- covered drugs obtained from other than the designated mail-order pharmacies, including Internet pharmacies;
- more than a 90-day mail order or 90-day retail network supply of a covered drug or refill;
- therapeutic devices or appliances including, but not limited to, hypodermic or disposable needles and syringes when not dispensed with insulin or self-administered chemotherapeutic drugs, support garments, or other non-medical items;
- drugs prescribed for cosmetic purposes;
- the charge for any prescription refill in excess of the number specified by the prescriber;
- any vaccine given solely to resist infectious diseases;
- administration of covered drugs such as injections;
- more than a 34-day *retail* supply of a covered drug or refill, unless it is an 84 - 90 day supply dispensed at a 90-day retail network pharmacy;
- any drug we determine to be experimental or investigational;
- any covered drug entirely consumed at the time and place of the prescription;
- anything other than covered drugs and services;

- any medication that does not require a prescription, except insulin;
- diagnostic agents;
- any drug or device prescribed for “indications” (uses) other than those specifically approved by the Federal Food and Drug Administration (FDA);
- drugs which are not labeled, “Caution: Federal Law prohibits dispensing without a prescription,” except for state-controlled drugs;
- covered drugs or services dispensed to a member when such services are benefits under other MESSA/BCBSM certificates;
- drugs or services covered by government sponsored health care programs, such as Medicare or CHAMPUS/Tricare;
- drugs or services obtained before the effective date of this coverage, or after the coverage ends;
- refills distributed one year or more after the date of the prescription;
- implanted contraceptive medications, such as Norplant.

Section 4: Additional Plan Information

4.1 Experimental Services

Prescription drugs or services which we determine to be experimental or investigational are not covered. See *Definitions* in Section 5.

4.2 Personal Costs

We will not pay for care, services, supplies, or devices which are personal or convenience items. BCBSM and MESSA are not responsible for any claims for injury or damage due to the manufacturing, compounding, dispensing, or use of any prescription drug or injectable insulin whether or not covered under this plan.

Section 5: Definitions

Terms used in this plan have the following meanings:

Approved Amount — The lower of the billed charge or the sum of the drug cost plus the dispensing fee (and incentive fee, if applicable) for a covered drug or service. The drug cost, dispensing fee and incentive fee are set according to our contracts with pharmacies. The approved amount is not reduced by rebates or other credits received directly or indirectly from

the drug manufacturer. Copayments that may be required of you are subtracted from the approved amount before we make our payment.

Clinical Trial — A study conducted on a group of patients to determine the effect of a treatment. Clinical trials generally include the following phases:

- Phase I: a study conducted on a small number of patients to determine what the side effect(s) and appropriate dose of treatment may be for a certain disease or condition.
- Phase II: a study conducted on a larger number of patients to determine whether the treatment has a positive effect on the disease or condition as compared to the side effect of the treatment.
- Phase III: a study conducted on a much larger group of patients to compare the new treatment of a condition to a conventional or standard treatment. Phase III gives an indication as to whether the new treatment leads to better, worse, or no change in outcome.

Copayment — The portion of the approved amount that you must pay for a covered drug or service.

Note: A separate copayment is not required for covered disposable needles and syringes when dispensed within 120 days of an insulin or chemotherapeutic drug prescription refill.

Cosmetic Drugs — Prescription drugs which are used primarily for improving appearance rather than for treating a disease.

Covered Drug — Injectable insulin, a state-controlled drug, or any federal legend drug, if the following conditions are met:

- a prescription must be issued by a prescriber who is legally authorized to prescribe drugs for human use;
- the cost of the drug must not be included in the charge for other services or supplies provided to you;
- the drug is not consumed at the time and place where the prescription is written.

Note: Any compound medications which have at least one federal legend drug ingredient are covered if they meet all the above requirements.

Covered Services — Specific drug products or supplies used to treat medical conditions, such as disposable needles and syringes when dispensed with insulin, or chemotherapeutic drugs.

Diagnostic Agents — Substances used to diagnose, rather than treat, a condition or disease.

Dispensing Fee — The amount we pay to a provider for filling a prescription.

Emergency Pharmacy Services — Services needed immediately because an injury or an illness occurred suddenly and unexpectedly.

Experimental or Investigational — A service, procedure, treatment, device, drug or supply which has not been scientifically demonstrated to be safe and effective for treatment of the patient's condition.

The service may be determined to be experimental or investigational when there is:

- a written experimental or investigational plan by the attending provider or another provider studying the same service; or
- a written informed consent used by the treating provider in which the service is referred to as experimental, investigational, or other than conventional or standard therapy; or
- an on-going clinical trial.

Federal Legend Drug — Any medicinal substance which bears the legend: "Caution: Federal Law prohibits dispensing without a prescription."

Generic Equivalent — A prescription drug which contains the same active ingredients, is identical in strength and dosage form, and is administered in the same way as the brand name drug.

Maximum Allowable Cost (MAC) — The most BCBSM will pay for certain covered drugs we have identified under the MAC Program. (Also known as the approved amount.)

Maximum Allowable Cost Drugs — Certain generically equivalent drugs we have identified under the MAC Program.

Maximum Allowable Cost Program — A BCBSM cost containment program that encourages the use of generic drugs. The MAC Program places a cost limit on certain drugs for which a generically equivalent drug is available at a lower cost.

Network Pharmacy — A provider selected by BCBSM to provide covered drugs through the MESSA Preferred Rx program. Network pharmacies have agreed to accept the

approved amount as payment in full for covered drugs or services provided to members.

Ninety (90)-Day Pharmacy — A pharmacy who has an agreement with BCBSM to provide covered drugs through the 90-Day Retail Drug Network. Network pharmacies have agreed to accept the approved amount as payment in full for the covered drugs provided to members.

Non-Network Mail-Order Provider — A provider who has not been selected to provide covered drugs through our PPO program. Non-network mail-order providers have not agreed to accept the approved amount as payment in full for covered drugs provided to members in our PPO mail-order program.

Non-Network Retail Pharmacy — A provider who has not been selected for participation and has not signed an agreement to provide covered drugs through MESSA's Preferred Rx program. Non-network pharmacies have not agreed to accept the approved amount as payment in full for covered drugs or services provided to members.

Pharmacy — A licensed establishment where a licensed pharmacist dispenses prescription drugs under the laws of the state where the pharmacist practices.

Prescriber — A health care professional authorized by law to prescribe federal legend drugs for the treatment of human conditions.

Prescription — An order for medication written by a prescriber as defined in this section.

Provider — A pharmacy legally licensed to dispense prescription drugs.

Specialty Medications — Biotech drugs, including high cost infused or injectable medications, oral and self-injectable drugs and other drugs related to specialty disease categories or other categories. The term "Specialty Medications" excludes injectable insulin.

State-Controlled Drugs — Drugs which are not federal legend drugs and are normally sold over-the-counter, but require a prescription under state law when large quantities are dispensed.

Please place this prescription drug program description with your MESSA health plan coverage booklet. This booklet is also available at www.messa.org.



MES-MKT
Rev. 6/3/10
Fr. 6/10 - 1/PDF

1475 Kendale Blvd., P.O. Box 2560 • East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910



AVONDALE SCHOOL DISTRICT
Auburn Hills, Michigan 48326

Letter of Agreement
Avondale School District and AFSCME Local 202

CDL Trainers

It is understood that the Supervisor of Transportation shall select Bus Drivers to be used as CDL Trainers. In order to have qualified trainers who will be available when needed, the Supervisor of Transportation shall have up to four (4) such trainers on call to perform necessary training functions. Effective June 30, 1992, preferred candidates for new CDL Trainer positions should have five (5) years of Michigan school bus driving experience. These CDL Trainers are allowed to give up part of their regular run in order to do the training if there is an appropriate substitute available, at the discretion of the Supervisor of Transportation.

Additionally, at the discretion of the Supervisor of Transportation, CDL Trainers will be able to do the training even if it means they may be working overtime.

For the Union:

_____sgd.

Luis Lucio
Chapter Chairperson

_____sgd.

Ellen Keith,
Council Representative

Date

For the Board:

_____sgd.

Tim Loock
Director of Fiscal Operations

_____sgd.

George Przygodski
Assistant Superintendent

Date

AVONDALE SCHOOL DISTRICT
Auburn Hills, Michigan 48326

Letter of Agreement
Avondale School District and AFSCME Local 202

It is agreed between the Avondale School District and AFSCME Local 202, Council 25 that in the event the District restores the bargaining unit work of the Custodial, Maintenance, and Mechanic classifications, the provisions of the 2010-2013 collective bargaining agreement there will be reimplementation for those classifications and bargaining will commence based upon the terms and conditions of that agreement.

For the Union:

_____sgd.
Luis Lucio
Chapter Chairperson

_____sgd.
Patrick M. Ryan
Vice Chapter Chairperson

_____sgd.
Brenda Adams
Council Representative

Date June 25, 2010

For the Board:

_____sgd.
Cyndi Pettit
Board President

_____sgd.
Stephen Sucher
Board Secretary

_____sgd.
George C. Heitsch
Superintendent

Date June 25, 2010

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ARTICLE 40 - SIGNATORIES

FOR THE DISTRICT

President of the Board

Cyndi Pettit

Superintendent

George C. Heitsch

FOR THE UNION

Chapter Chairperson

Luis Lucio