

AGREEMENT  
BETWEEN  
HOUGHTON LAKE COMMUNITY SCHOOLS  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

Effective 7/1/09 through 6/30/12

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ARTICLE I  
RECOGNITION

The Employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

SECTION 1.1 BARGAINING UNIT

All regular bus drivers and regular transportation aides, BUT EXCLUDING mechanics, substitutes, casual employees working five (5) hours or less per week, and the transportation supervisor.

SECTION 1.2 DEFINITIONS

The terms “employee” and “employees” when used in this Agreement shall refer to and include only those regular bus drivers and regular transportation aides who are employed by the Employer in the collective bargaining unit set forth in Section 1.1 for purposes of this Agreement the following definitions are applicable:

1. REGULAR: Operates/assists on a.m. and p.m. routes as regularly assigned work schedule.
2. SUBSTITUTE: On-call individual who performs duties normally assigned employees on an irregular basis in the absence of a regular employee.
3. PART-TIME: Performs duties on a regular basis only a part or portion of a workday or week, but works more than five (5) hours per week.

ARTICLE II  
EMPLOYER’S RIGHTS

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the state of Michigan; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the state of Michigan and the Constitution and laws of the United States.

ARTICLE III  
EMPLOYEE RIGHTS AND PROTECTION

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided in writing elsewhere.

A classification may not be removed from the bargaining unit by merely changing the title.

If the Employer intends on removing a position from the bargaining unit, it will provide ten (10) days advance written notice to the Chief Steward and the Union's Business Representative.

ARTICLE IV  
UNION'S RIGHTS

SECTION 4.1 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chief Steward and the designated representative of the Employer upon request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. A written request for such conference shall include an agenda. Such conference shall not be for the purpose of collective bargaining or to add to, detract from, or modify the provisions of this Collective Bargaining Agreement.

SECTION 4.2 BULLETIN BOARDS

The Union shall be provided with bulletin boards or sections thereof for the purpose of posting union materials. The Union shall also have the right to use the school mails to distribute Union material.

SECTION 4.3 UNION ACCESS

Duly authorized representatives of the state and national levels of the Union shall be permitted to transact official Union business on school property provided this shall not interfere with nor interrupt normal school operations.

#### SECTION 4.4 AGENCY SHOP

As a condition of continued employment all employees included in the collective bargaining unit set forth herein, thirty-one (31) days after the start of employment with the Employer shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a legally permissible service fee.

#### SECTION 4.5 UNION MEMBERSHIP

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

#### SECTION 4.6 CHECK-OFF

During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a legally permissible service fee from each employee's pay, provided the employee has filed with the Employer a proper check-off authorization form as supplied by the Union.

Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certitudes, furnished by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the deducting such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this check-off service without charge to the employees or the Union.

Upon receiving a properly executed check-off authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall return all check-off authorization forms to the Union that have not been properly signed by the employee.

Should an employee, for any reason, fail to sign a dues or service fee check-off authorization form, the Union may, at its sole discretion, request that all dues or service fees owed under the Agreement be deducted by the Employer pursuant to MCLA 408.77, MSA 17.2277(7), and other applicable law and without a properly signed authorization.



#### SECTION 4.7 DEDUCTION OF DUES

Deduction of dues, initiation and service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of deduction for an individual must be submitted in writing to the Personnel Office by the Union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15<sup>th</sup>) day of each month.

In cases where a deduction is made which duplicates a payment all ready made to the Union by an employee, or where a deduction does not conform with the Union's Constitution or By-laws, refunds owed to employees shall be made by the Union.

The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

#### SECTION 4.8 HOLD HARMLESS

The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

### ARTICLE V REPRESENTATION

#### SECTION 5.1 RECOGNITION OF STEWARDS

The Employer agrees to recognize one (1) Chief Steward, two (2) job stewards, and one (1) Alternate Steward whose duties shall be limited to the administration of this Agreement, including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

#### SECTION 5.2 SUPER SENIORITY

For the purposes of layoff and recall only, the Chief Steward shall have super seniority, provided the Chief Steward has the ability to perform the work.

#### SECTION 5.3 NOTICE OF REPRESENTATIVES

The Union shall furnish the Employer with the name of its authorized representatives and any changes that may occur from time to time.

ARTICLE VI  
BARGAINING UNIT WORK

SECTION 6.1

The Employer agrees supervisors shall not be used to displace employees regularly employed in the bargaining unit except in emergencies when Union employees are not available or have refused to do the work as assigned. For purposes of this provision an emergency shall be defined as a circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

The Employer will continue its established policy and practice of giving employees a preference for work they have customarily performed.

SECTION 6.2

Excerpts of Act No. 112 Public Acts of 1994  
Approved by the Governor May 2, 1994  
Filed with the Secretary of State May 2, 1994  
Enrolled House Bill No. 5128

(Section 15)

- (3) Collective bargaining between a public school employer and a bargaining representative of its employees shall not include any of the following subjects:
- (f) The decision of whether or not to contract with a third party for 1 or more non-instructional support services; or the procedures for obtaining the contract; or the identity of the third party; or the impact of the contract on individual employees or the bargaining unit.
  - (g) The use of volunteers in providing services at its schools.
- (4). The matters described in subsection (3) are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employees, and, for purposes of this act, are within the sole authority of the public school employer to decide.

ARTICLE VII  
DISCIPLINARY PROCEDURE

SECTION 7.1 JUST CAUSE

No non-probationary employee shall be disciplined without just cause. The Board agrees to follow a general policy of progressive discipline. Disciplinary action shall be defined as any reprimand, suspension without pay or discharge. The Board reserves the right to not follow progressive discipline for behavior requiring immediate suspension without pay or discharge.

Discipline of probationary employees is not subject to the grievance procedure.

SECTION 7.2 DISCIPLINE

1. Employees violating any rule and/or regulation of the Houghton Lake Community Schools shall be subject to discipline imposed through the Transportation Supervisor, Superintendent, or Board of Education.

Discipline as follows:

- A. Minor infraction (Applied to like or similar infractions)

First Offense – Verbal Warning (documented in personnel file)

Second Offense – Written Warning

Third Offense – Up to discharge

- B. Major infraction

By way of illustration and not limitation, any of the following major infractions may result in immediate suspension or discharge:

Insubordination

Theft

Falsifying work-related documents

Substance abuse/use of prohibited beverages or substances.

Failure to notify Employer of pending absence from duties.

Criminal activity.

Sexual harassment.

2. Discipline shall be utilized as a corrective measure by the Employer, and conducted so as to assure privacy to the employee consistent with the Open Meetings Act and the Freedom of Information Act..  
Investigatory interviews attempting to determine the need for discipline shall be conducted only if the employee is given the opportunity to have a Union Steward present.
3. Examples of progressive discipline, but not limited to, are:
  - A. Two (2) written warnings may result in a suspension of up to two (2) weeks.
  - B. Three (3) written warnings may result in discharge.
  - C. Receipt of a moving violation involving a school vehicle may result in suspension or discharge.
  - D. Accumulation of seven (7) or more “points” against a driver’s operating privilege, carried for more than one (1) year in the Secretary of State computer record, may result in discharge.
  - E. Any driver whose CDL operator’s license is suspended or restricted due to alcohol or drug abuse will be discharged.
4. Suspension/discharge cases shall be reported to the Superintendent.
5. Complaints alleging employee misconduct shall be processed as follows:
  - A. Anonymous report – Employee to be notified.
  - B. Verbal reports identifying complainant – employee shall be notified of the facts as alleged as soon as practical.
  - C. Written reports formalized by complainant’s signature shall be copied to the employee.
  - D. The Employer shall investigate alleged misconduct before taking disciplinary action if same is supported by fact.
  - E. Any written record pertaining to employee conduct must be copied the employee for purposes of explanation and/or rebuttal.

### SECTION 7.3

At the request of an employee, the employee will be permitted to discuss his/her discipline or discharge with his/her Steward. At the request of the Steward or employee, the supervisor will meet with the Steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.

Suspension or discharge grievances shall be filed at Step 2 of the Grievance Procedure within ten (10) days of the discipline.

### SECTION 7.4 DISCIPLINARY RECORD

An employee who maintains an offense-free record for a period of twenty-four (24) months shall have all minor offenses set aside in his/her record for purposes of subsequent disciplinary action.

### SECTION 7.5 REPRESENTATION

An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made no action shall be taken with respect to the employee until such representative of the Union is present or for twenty-four (24) hours or next workday after the Union has been notified, whichever is earlier. Should disciplinary action likely occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

### SECTION 7.6 PERSONNEL RECORD

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material or is given a copy of the material. Complaints against the employee shall be put in writing, if deemed necessary, with administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file the affected employee shall review and sign said material and be given a copy of same. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations - written or oral - shall be based in part on the contents of the employee's personnel file.

## SECTION 7.7 PERFORMANCE EVALUATIONS

A bargaining unit member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a Union representative present.

## ARTICLE VIII GRIEVANCE PROCEDURES & ARBITRATION

### SECTION 8.1 GRIEVANCES

A claim or complaint by a bargaining unit member or group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any established practice relating to working conditions, which is of two (2) or more years' duration may be processed as a grievance as hereinafter provided.

- STEP 1. In the event that a unit member or the Union believe a grievable incident has occurred, the member or the Union shall request a meeting with the supervisor involved within five (5) working days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. The supervisor will schedule a meeting on the grievance within five (5) working days of such request. The supervisor or designee shall answer the complaint or grievance within five (5) working days following the meeting. If the grievant is unsatisfied with the answer or the supervisor fails or refuses to provide such meeting within five (5) days of the request, the claim or complaint may be formalized in writing as provided hereunder.
- STEP 2. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- STEP 3. If the Union is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within five (5) days of receipt of the written grievance, the grievance shall be transmitted to the superintendent within five (5) days of the receipt of the Step 2 answer. Within five (5) days after the grievance has been so submitted, the superintendent shall meet with the Union on the grievance. The superintendent, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

STEP 4. Either party may request the services of a state mediator (Department of Consumer and Industry Services – Bureau of Employment Relations) if resolution to the grievance has not been met after Step 3. Time limits shall be waived and meeting date predicated on the state mediator’s availability.

STEP 5. If the Union is not satisfied with the disposition of the grievance at Step 3 or 4 (if applied) or if no disposition has been made within the period above provided, the Union may, within forty-five (45) calendar days, submit the grievance to arbitration.

If the Union needs additional time before determining to proceed to arbitration, the Union shall upon written notice to the Employer, be granted an additional fourteen (14) calendar days.

#### SECTION 8.2 MISCELLANEOUS CONDITIONS

1. The term "days" when used in this Article shall mean workdays except where otherwise provided. Time limits may be extended by mutual written agreement. (Workdays defined as Monday through Friday, including during the summer months, excluding holidays or school closure day therein.)
2. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement, or written extensions thereof, shall be arbitrated absent mutual agreement between the parties.
3. Grievances filed as Union grievances or pertaining to suspension/discharge may, at the option of the Union, be initiated at Step 2 of the grievance procedure.
4. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference and other confidential information secured from sources outside the school system shall be excluded from inspection.

#### SECTION 8.3 SELECTION OF AN ARBITRATOR

The Union and the Employer shall, by mutual agreement, select one (1) arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected from a panel of arbitrators from the State of Michigan whose names shall be obtained through FMCS. If either party so requests, a second list of arbitrators

may be obtained from FMCS. If the parties are still not satisfied with the list provided by FMCS, a third list, if allowed by FMCS, may be requested. Each party shall then alternately strike a name with the remaining name to serve as the arbitrator. The parties will alternate the initiation of the striking process with each successive grievance. Individuals may not arbitrate a grievance

#### SECTION 8.4 ARBITRATOR'S FEES

Full fees and expenses of the arbitrator shall be paid by the losing party, unless both parties agree to arbitration, in which case the fees and expenses shall be shared. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a representative of the grievant, and the Steward shall be allowed to attend the arbitration without loss of pay. In the case of a class action grievance, the Steward shall be recognized as the grievant. Each party shall compensate its own witnesses.

#### SECTION 8.5 POWER OF THE ARBITRATOR

The Arbitrator shall have no power or authority to:

- rule on any issue previously barred from the scope of the grievance procedure;
- add to, subtract from, or otherwise modify the express terms and conditions of this Agreement;
- award compensatory or punitive damages;
- issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed;
- establish wage schedules;
- rule on the contents of an evaluation.
- interpret law or issue a ruling on a subject where the grievant is seeking relief under a procedure prescribed under law. (e.g., Wage and Hour, E.E.O.C., M.E.R.C., etc.);
- review grievance of probationary employee; or
- decide to layoff staff.



## SECTION 8.6 DECISION OF THE ARBITRATOR

There shall be no appeal from the Arbitrator's decision, and it shall be binding on the Employer, the Union and the grievant(s) (if the Arbitrator has not exceeded his/her authority), and shall be subject to the right of the Employer or the Union to judicial review.

## ARTICLE IX SENIORITY

### SECTION 9.1 SENIORITY DEFINITION

Seniority shall be defined as length of continuous service in the employ of the Board commencing with the date of last hire in this bargaining unit.

### SECTION 9.2 PROBATIONARY EMPLOYEES

All new employees shall be considered probationary until they have worked for the Board for ninety (90) days, which may be shortened at the Board's discretion based upon service as a substitute of at least ninety (90) days. During this probationary period employees will have no seniority status. At the end of the probationary period the employee will be entered on the seniority list as of his/her last date of hire in the unit. During the probationary period the employee may be disciplined, up to and including discharge, by the Board at the Employer's discretion. Such discipline shall not be subject to the grievance procedure.

### SECTION 9.3 LOSS OF SENIORITY

Seniority shall be lost under the following conditions:

1. If the employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration.
2. Absence from work for three (3) consecutive working days without notification.
3. Failure to return to work within ten (10) days of receiving a recall notice following a layoff.
4. Failure to return to work at the expiration of a leave of absence.
5. Retirement

6. Transfer out of the bargaining unit. (If the employee returns to the bargaining unit he will not have accumulated any seniority time while out of the bargaining unit.
7. Falsification in connection with obtaining a leave of absence.
8. Laid off for one (1) calendar year.

#### SECTION 9.4 SENIORITY LIST

The Employer shall prepare, maintain and post a seniority list. The current seniority list shall be posted conspicuously in the transportation office as updated by October 31 of each year. Within ten (10) days of posting the list, any objections to the list shall be filed. Thereafter, the list shall be final and conclusive. The Chief Steward shall be furnished said list and subsequent revisions thereto.

#### SECTION 9.5 TIE BREAKER

Same date of hire situations shall have individual seniority determined by use of test scores obtained from attendance of beginning bus driver school. High score establishes seniority preference.

Transportation Aides and all other same date of hire situations shall be resolved by a drawing of numbers, number one being higher seniority, and so on down.

### ARTICLE X REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

#### SECTION 10.1 LAYOFF DEFINED

Layoff shall be defined as a planned reduction in the workforce beyond normal attrition.

#### SECTION 10.2 NOTICE OF LAYOFF

No employees shall be laid-off with less than ten (10) working days' notice, except in an emergency such as a deficit budget.

### SECTION 10.3 LAYOFF PROCEDURE

In the event of a reduction in the workforce becomes necessary, the following order of reduction shall occur:

1. Probationary employees;
2. Least seniority status employees within the classification.

It is understood that this order of layoff carries inherent requirements of meeting qualifications. In no case shall a new employee be utilized by the Employer to perform bargaining unit work while there are laid off employees who are qualified for the work in a vacant or newly created position.

### SECTION 10.4 BUMPING

Employees whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff shall have the right to assume a position for which they are qualified within a former classification which is held by the least-senior employee.

### SECTION 10.5 SUBSTITUTE DRIVING IN LIEU OF LAYOFF

A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health and life insurance benefits by paying the regular monthly per-subscriber, group rate premium for such benefits to the Employer as approved by the insurance company and the current law.

### SECTION 10.6 RECALL FROM LAYOFF

Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified and licensed within the classification. Employees shall retain recall rights for one (1) year following layoff..

### SECTION 10.7 NOTICE OF RECALL

Notices of recall shall be sent by registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturday and Sunday to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work provided the employee reports within ten (10)

day period. Employees recalled to work for which they are qualified, based on the department they were laid-off from, are obligated to take said work. An employee who declines recall to perform work in the department from which he/she was laid-off and for which he/she is qualified, shall forfeit his/her seniority rights.

## ARTICLE XI VACANCIES, TRANSFERS AND PROMOTIONS

### SECTION 11.1 VACANCY DEFINED

A vacancy shall be defined as a newly created position or a current position that is not filled. If the Employer chooses not to fill the vacancy they shall notify the Union within ten (10) days from the time the position becomes vacant.

### SECTION 11.2 POSTING

The Board agrees to post, on employee bulletin boards maintained for such purposes, all vacancies and long-term job openings covered by this Agreement for a period of three (3) working days prior to a permanent filling of these vacancies. The Chief Steward will receive a copy of all job openings covered by this Agreement. No employee assignment changes will occur until all bids are made and positions thereto are filled.

### SECTION 11.3 FILLING OF VACANCIES

During the three (3) day posting period as stated above any bargaining unit employee may apply for any vacancy within their classification. The employee with the most seniority will be awarded the position.

To avoid a “domino effect,” employees may not bid for “same time” vacancies, i.e., an employee with an assigned function entailing three (3) hours is not eligible to bid on a three(3) hour vacancy occurring during a given school year.

### SECTION 11.4 RESTRICTED BIDDING

Administration may restrict employees from bidding during the school year for a route that is less than thirty (30) minutes per run longer than the employee’s current route. This restriction would be in order to prevent costly break-in periods and the disruption of successive bidding and vacancies. Employees denied a job opening under this provision may re-bid the job prior to the beginning of the next school year.

## SECTION 11.5 INVOLUNTARY TRANSFERS

The parties agree involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for cause.

## SECTION 11.6 DRIVING ROUTES

All bus driving runs, including the regular morning pick up and night take-home, shuttles, etc. will be posted and bid according to seniority. The bidding meeting will be announced in advance, and employees must be present to bid unless he/she has made arrangements with the supervisor. Shuttles shall be defined as the transport of students between educational facilities.

The Employer shall post regular routes for bid once per year. Such bid shall be as follows:

1. During the 4<sup>th</sup> week of August a safety meeting will be held to hand out new student lists with any changes for the coming school year. Every driver will drive the route they bid on the previous year. In the 3<sup>rd</sup> week of school all routes will be timed. In the 4<sup>th</sup> week of school the Employer shall post for bid all regular routes, shuttles, etc. and conduct a meeting where employees shall bid for available work.
2. The notice of bid for such routes shall include the detail of the route, expected time to complete the route, and a notation of any changes in the route(s) since the end of the preceding school year.
3. Bargaining unit members shall select routes, shuttles, etc. in order of seniority with the most-senior employees selecting first within their classification, subject to the employee's ability to perform bid routes, shuttles, etc. within the confines of safe and efficient operations.
4. Drivers shall be paid for all time worked, plus thirty (30) minutes per day as compensation for pre-trip inspections, clean-up, or other duties. An additional fifteen (15) minutes paid per day for drivers and transportation aides shall cover student discipline conferences and miscellaneous duties.
5. Any low seniority driver who cannot bid a route will be re-classified as a substitute (until a route becomes available), and maintain their seniority with the Employer for purposes of re-entry into their classification as held prior to their loss of route.

6. Should the established route time be reduced due to changes in the number and/or location of students after the route has been bid, the driver shall be paid for all time worked, but not less than the amount of time posted for the route noted in "2" above when the driver bid on the route. Provided, however, the Employer reserves the right to add additional driving work to the route in order to restore the time lost due to such changes.
7. Notwithstanding the one-half (1/2) hour provision, any change to an established route which impacts a health insurance benefit shall be offered to the senior employee as eligible.
8. A minimum of two and one-half (2 ½) hours per day shall be paid to all employees covered by this Agreement.
9. Employees in their bus(es) and on their route(s) shall receive one (1) hour's pay if called back due to delay/cancellation of that school day.
10. Employees shall be paid as if worked for the first thirty (30) hours of school closure, due to Act of God situations, in any school year. Thereafter, employees shall only be paid on the make-up day.

#### SECTION 11.7 EXTRA WORK - FIELD/ SPECIAL/ OVERNIGHT & SUMMER TRIPS

1. FIELD TRIPS
  - A. Field trips will be considered as any extra trip in addition to a driver's normal daily run, which takes more than three (3) hours. Such field trips will be assigned on a straight rotation basis to regular drivers who have indicated a desire to participate.
  - B. The rotation will begin on a seniority basis with the driver with the most seniority having the first opportunity "not to exceed forty (40) hours weekly."
  - C. All drivers must sign the field trip list within the first five (5) days of school to be eligible for trips, except for a new regular driver who has one (1) full week of school to sign up.
  - D. If a driver declines the opportunity for a field trip when his/her turn comes up, the refusal will be so noted, and the trip will be assigned to the next driver. The driver who declined will then miss the opportunity until the rotation cycle is completed.

- E. Each driver who accepts a trip is expected to take the assigned trip. Should an emergency arise and a driver be unable to drive the field trip, an attempt will be made to assign the trip to another driver on the rotation basis.
- F. If a field trip is cancelled after being assigned on the regular rotation, the next unassigned trip will be assigned as a replacement for the trip cancelled.
- G. A master chart will be developed for the purpose of keeping the rotation record. This chart will be kept on the bulletin board in the transportation office.
- H. Trading of “posted” trips will be allowed with permission of Transportation Supervisor. There will be no trading of unposted or “future” postings.
- I. Chaperones, teachers and aides are expected to help supervise student behavior on field trips. The bus rules used for regular routes will apply to all field trips. Although teachers and aides may be present on field trips, the driver is ultimately in charge of bus safety. Exceptions to eating/drinking rules may be authorized by the Transportation Supervisor.
- J. A refusal will not be charged for two (2) trips on the same day or if less than twenty-four (24) hours’ notice of an available trip is given. A refusal shall not be charged if a driver is off on an approved day off.

When a trip is selected and then the driver assigned to the trip cancels within twenty-four (24) hours of said trip, the next driver in the rotation may select to accept the trip and would still be the next driver in rotation for the upcoming trips.

- K. The Board shall have the right to deny a driver an extra trip (e.g., field trips, special trips, overnight trips, summer trips) if the driver would be eligible to receive overtime compensation for the week if awarded the extra trip. Therefore, the Board may deviate from the procedure for selecting or assigning drivers for extra trips in situations where the driver would be eligible for overtime compensation if assigned the extra trip.
- L. Late refusal of a field trip, less than 24 hours’ notice to the Employer, will allow the Employer to assign a qualified non-bargaining unit employee to this work assignment.

## 2. SPECIAL TRIPS

- A. Special trips will be considered as any trip less than three (3) hours long.

Such trips will include, but not be limited to, bowling, play rehearsals, short class trips, etc.

- B. A list of regular drivers who have indicated a willingness to take special trips will be set up on a seniority basis. After the list has been established, the assignment of runs will be on a straight rotation basis the same as the field trip procedure.
- C. These trips do not count against the field trip roster.
- D. A chart will be developed for the purpose of keeping the rotation record and kept on the bulletin board in the transportation office. A driver must sign the field trip list the first five (5) days of school to be eligible for trips. No names will be accepted after this date, except in the case of a new regular driver.
- E. Special trip sign-up will be treated the same as field trip sign-up.

### 3. OVERNIGHT TRIPS

- A. Overnight trips will be assigned on a straight rotation basis to regular drivers as their names appear on the field trip list beginning at the top of the list, with the driver having the greatest seniority having the first opportunity, and proceeding down the list as additional opportunities arise. Such trips will be rotated on an annual basis, starting over each school year. These trips will be posted for five (5) days. Drivers will be paid at their field trip rate for up to sixteen (16) hours per day, per twenty-four (24) hour period for overnight trips.
- B. Accommodations provided to employee(s) by the Employer shall be separated from passengers to assure sufficient undisturbed rest to the employee(s).
- C. Double occupancy for same gender employees may be provided by the Employer.



D. Meal allowance is as follows:

1. Breakfast \$5.00
2. Lunch \$7.00
3. Dinner \$10.00

Employees will be reimbursed within two (2) weeks of the employee submitting receipts to the Employer.

4. SUMMER TRIPS

- A. Summer Trips fall outside of the “school year” and are defined as the same as a “Field Trip,” a one (1) day event.
- B. Those drivers desiring to participate in summer trips will be given an opportunity to sign up prior to the end of the school year, and assignments shall be based on seniority, subject to the provisions applied to “Field Trips.”

5. SUMMER ROUTES

- A. Summer Routes fall outside of the “school year,” and are defined as being scheduled for two (2) or more days in duration.
- B. Those employees desiring to participate in summer routes will be given an opportunity to sign up prior to the end of the school year, and assignments shall be based on seniority, subject to the applicable provisions outlined in Section 11.6, “Driving Routes.”

6. The hourly rate for extra work is listed in the salary schedule, Appendix “A,” paid at the employee’s regular rate.
7. Extra work of six (6) hours or more in duration will qualify for up to a Five Dollar (\$5.00) meal reimbursement, except for overnight trips as already provided in Subsection 3 above. Employee will submit meal receipt.
8. Cancellation of extra work assignment on non-scheduled school days, without a minimum of three (3) hours’ advance notice to the affected employee, will result in two (2) hours’ pay to the driver/aide.

ARTICLE XII  
PAID LEAVE

SECTION 12.1 SICK LEAVE

1. Use of:
  - A. Personal illness.
  - B. Illness in the immediate family, i.e., persons regularly domiciled in the home of the employee. Exception to the “immediate family” definition may be granted by the Supervisor.
  - C. Death of spouse, father, mother, child, sibling, grandchildren, and similar in-laws, or step-family members.
  
2. Accrual:
  - A. Employees hired after 1/1/07 accrue sick days as follows, based on a school year.
    - 1<sup>st</sup> – 5<sup>th</sup> year of employment: one (1) day per month
    - 6<sup>th</sup> – 10<sup>th</sup> year of employment: one and one-third (1 1/3) days per month.
    - After 10 years of employment: fifteen (15) days per year of employment.
  - B. Employees hired on or before 12/31/06 will earn a total of eighteen (18) sick days per year.
  - C. If off on an extended non-duty injury or illness, the accrual of sick leave will cease after the first full month of such injury or illness related leave.
  
3. Bank/Payout:
  - A. Maximum accumulation of one hundred sixty (160) days.
  - B. Payout upon termination of employment, after fifteen (15) years of service, up to and including one hundred sixty (160) days at Twenty-five Dollars (\$25) per day. This will apply to employees hired on or after November 30, 1987.
  - C. Employees terminating employment after ten (10) years and less than fifteen (15) years shall be paid Ten Dollars (\$10.00) each for banked days up to a maximum of one hundred sixty (160) days.

## SECTION 12.2 PERSONAL BUSINESS

1. Use of:
  - A. No usage during first or last ten (10) days of each school year.
  - B. No usage the day immediately before or after a regularly scheduled school closure.
  - C. May be used in half (1/2) day increments.
  - D. Exceptions to the use of the above provisions may be made by the Superintendent.
2. Accrual:
  - A. Each employee will be credited with three (3) personal business days at the beginning of each school year.
  - B. Unused credited time may be added to the employee's sick leave bank.

## SECTION 12.3 WORKER'S COMPENSATION LAW

1. The Employer shall provide Worker's Compensation for all employees covered by this Agreement, in accordance with Michigan State law. All regular employees injured on the job shall be covered as follows:
  - A. Seniority shall continue to accrue under Worker's Compensation benefits.
  - B. The Employer shall continue to pay the employee's full hospitalization, life, and eye and dental insurance benefits for twelve (12) months during said injury.
  - C. Accrued paid leave credits may be used to make up the difference in the eighty percent (80%) coverage afforded by the carrier and the employee's normal weekly wage schedule.

SECTION 12.4 JURY DUTY

1. Any employee who serves on jury duty will be paid the difference between their court compensation for this service and their regular pay.
2. Vehicle use and mileage allowance payment shall not be calculated as a part of the “court compensation.”
3. The employee must submit proof of service and payment for same to be eligible for this benefit.
4. Employees released early from jury duty will contact his/her supervisor to determine whether he/she should return to work.

ARTICLE XIII  
UNPAID LEAVE

SECTION 13.1 REQUEST FOR UNPAID LEAVE

1. Written application to be submitted by the employee to the Transportation Supervisor at least two (2) weeks in advance of need.
  - A. A written response to the request from the Transportation Supervisor and/or Superintendent shall be given within one (1) week after application is made.
  - B. Exception in case of emergency shall be granted.
  - C. Only non-probationary employees shall be eligible for leaves of absence.
  - D. The superintendent has the discretion to deny a leave of absence, except as provided by law.
2. Use of Leave:
  - A. Leave of up to ten (10) days may be authorized in any school year.
    1. Seniority preference shall be given to applications made within the first thirty (30) working days of each school year.
    2. Thereafter, a first made/first served basis shall apply.

3. No more than two (2) employees may utilize the same leave time period.
  4. A posting of leave, as granted, shall be maintained showing name, date of application, dates of leave.
  5. Seniority shall continue to be accrued during leave.
  6. Premiums for fringe benefits such as health, dental, and optical insurance will be pro-rated during this leave. After the third (3<sup>rd</sup>) such leave day is utilized, the employee shall reimburse the Employer on the basis of time utilized for unpaid leave.
  7. Minimum use shall be in one (1) workday increments.
3. Medical (prolonged illness of employee or member of immediate family)
- A. Submittal of written request giving reason and best estimate of return to work date, accompanied by medical documentation, if pertinent.
  - B. Employee(s) so affected shall accrue seniority for up to twelve (12) months of continuous medical leave use.
  - C. Premiums for fringe benefits such as health, dental, and optical insurance will be the responsibility of the employee after sixty (60) days on such leave. Such insurance cannot be maintained for more than eighteen (18) consecutive months as per the Employer's "group" plan.
  - D. If an employee fails to return to work on his/her own volition, the employee shall reimburse the District for such premiums paid by the Employer.
4. Military
- A. Indoctrination into any branch of military service shall be recognized as an authorized leave from this Employer's employment.
  - B. Reinstatement of employment with this Employer will be governed by federal law, addressing the rights thereto.

5. Other (Service in an elected or appointed position other than a state office, education, personal reasons, child care)
  - A. Leave may be granted for a period not to exceed two (2) years.
  - B. Seniority will be maintained but not accrued during this period.
  - C. Fringe benefits may be continued at employee's expense under COBRA.

6. Return from Leave

Upon return to work from unpaid leave, pursuant to this Article, the employee will be returned to the position held upon grant of leave, if available. If not, the employee will be returned to a position reflecting their seniority entitlement, if an opening in their classification is available.

7. Extension of Leave

Leave limits pursuant to this Article may be extended by the Employer. Written request for extension to be made with sufficient notice in advance of need to be considered by the Employer, prior to the expiration of leave date.

8. Any employee who does not report back to work upon the expiration of his/her leave of absence (unless there is an approved extension of the leave of absence) or who accepts other employment while on leave from the district, except as herein provided, will be conclusively deemed to have terminated his/her employment through voluntary resignation. This provision shall not apply where an employee receives written permission from the Board to accept other employment while on leave.

ARTICLE XIV  
RETIREMENT

SECTION 14.1 ELIGIBILITY

1. Any employee covered by this Agreement
  - A. with ten (10) years of service to the Houghton Lake Community School District and having Michigan Public School Employee Retirement System service credit thereto may receive benefit.

B. To obtain 1.0 year of service credit, a member must work at least one hundred and seventy (170) days for a minimum of six (6) hours per day (1020 hours) in a school fiscal year, beginning July 1 and ending June 30. Not more than 1.0 year of credit may be earned in the twelve (12) month school fiscal year. Proportionate service credit is granted for less than full-time employment. (For example, one hundred and eighty-five (185) days at four (4) hours per day equals 0.7 of a year of credit: e.g., 185 days x 4 hours = 740 hours ÷ 1020 hours = 0.7 years of credit.)

2. Full-time employees hired before November 30, 1987, upon retirement shall:

A. remain eligible for a retirement lump sum of Four Thousand, Six Hundred and Five Dollars (\$4,605.00) upon retirement and be paid Ten Dollars (\$10.00) per day for up to one hundred forty (140) days of accrued paid leave.

## ARTICLE XV INSURANCE COVERAGE

### SECTION 15.1 LIFE INSURANCE

1. The Employer will provide a Twenty-five Thousand Dollar (\$25,000.00) (term) policy for employees working twenty (20) hours or more with an accidental death and dismemberment double indemnity clause. Said sum payable to the employee's heirs, estate, or assigned recipient should the employee predecease retirement. (See attached "Appendix B" page 11)

### SECTION 15.2 INSURANCE (MEDICAL, DENTAL, VISION AND PRESCRIPTION)

The Employer will provide medical, dental, vision, and prescription insurance coverage as follows:

Health: Priority Health POSA (See attached "Appendix B" pages 1-7)  
\$10/\$40 drug co-pays (3 months for 1 co-payment available by mail)  
\$20 office visits \$35 specialist visits  
Unlimited lifetime maximum coverage  
Unlimited preventative care

Dental: Principal 100/100/80 (See attached "Appendix B" page 8-10)  
\$1,000 per person per year maximum  
\$1,500 child orthodontia lifetime max

Vision: Self-funded by district benefits match VSP2

1. A. For employees hired on or before 12/31/02, the premium will be paid as follows.

Hours of Work One (1) Week

0 – 11	Not available
12 to 19	75% Employer paid/25% Employee paid
20 or more	100% Employer paid

- B. For employees hired after 1/1/03, the premium will be paid as follows.

Hours of Work One (1) Week

0 – 11	Not available
12 to 19	Plan B only-includes dental, optical and cash option
20 to 29	(75% Employer paid/25% Employee paid) or (Plan B)
30 plus	100% Employer paid

2. Non-participants eligible for health insurance shall receive \$200 month as a cash option:

3. EMPLOYEE’S SHARE OF INSURANCE PREMIUMS (medical, dental, optical, life):

- A. For employees covered 100% there will be no contribution for premiums unless the total of all premiums and deductible utilization (assuming 75% utilization) exceed the amount in 4 below.

- B. For employees subject to 25% contribution:

2009-10	25% of cost (at 75% utilization) or \$290.00/mo., whichever is less
2009-11	25% of cost (at 75% utilization) or \$298.70/mo., whichever is less
2009-12	25% of cost (at 75% utilization) or \$307.66/mo., whichever is less

4. BOARD CAP ON INSURANCE PREMIUMS:

The District shall not incur costs in excess of the following monthly rates for all lines of insurance for any employee. Any costs in excess of these amounts are the responsibility of the employee:

2009-2010	\$1,157.63
2010-2011	\$1,157.63
2011-2012	\$1,157.63



5. It is agreed that one-half (50%) of the unused deductibles for all Houghton Lake Community School employees covered by SET/SEG insurance policy will be provided for SET/SEG insured employees to be used to cover costs of future insurance increases.
6. The Employer retains the right to change the health, dental or optical insurance carriers if equivalent coverage is maintained.

ARTICLE XVI  
HEALTH EXAMINATION

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties.

No bus driver shall be considered a permanent employee until a satisfactory report of physical examination has been furnished to the Employer by an Employer approved physician. The Employer shall pay the full cost of all physical examinations which an employee is required by law to submit to.

The Employer shall have the right to require that an employee submit to a physical or psychiatric examination at the request of the superintendent as a condition of continued employment to determine the employee's continued medical fitness for his/her job. The cost of any such examinations shall be paid by the Employer, and the employee shall not suffer lost time as a result of such requirement.

Bus driving applicants who are accepted for employment and complete ninety (90) days of employment will have the expense of their physical examination reimbursed, provided they have been to a Board approved physician.

ARTICLE XVII  
HOURS OF WORK

SECTION 17.1 OVERTIME

Payment for more than forty (40) hours per week will be at one and one-half (1 ½) times the hourly rate for all hours worked beyond forty (40) hours.

SECTION 17.2 EXTRA WORK

Extra work resulting in overtime shall be computed by adding the employee's regular

hourly rate and the rate paid for the extra work, dividing that figure by two (2), and paid at one and one-half (1½) times the resulting quotient.

ARTICLE XVIII  
DUTIES AND RESPONSIBILITIES OF EMPLOYEES

SECTION 18.1 RESPONSIBILITIES OF THE BUS DRIVER

- A. To maintain discipline on the bus at all times.
- B. To pick up or discharge pupils only at the designated stop, except when a pupil has an authorized bus pass.
- C. To take all the necessary precautions for the safety and welfare of the passengers while they are on the bus.
- D. If an accident occurs, to take care of the injured first, report to the police and the Transportation Supervisor, and then secure the necessary information regarding the other vehicle and driver.
- E. To obey the traffic laws of the state.
- F. To secure the necessary license to drive a school bus in the State of Michigan..
- G. To report immediately any defect in the vehicle.
- H. To be neat, clean, of good moral character, and to treat each individual with dignity and respect.
- I. Provide a current rider list and route map whenever changes are made.
- J. To keep the bus clean inside.
- K. To perform the required daily checklist each day.
- L. To be on time, notify the Transportation Supervisor in advance if you are unable to drive your route.
- M. To try to pick up students at approximately the same time each day.

- N. To not leave the bus while the motor is running and students are on the bus, or leave the keys in the vehicle while unattended by the operator.
- O. To keep ample fuel in the bus to complete the route.
- P. Use approved hand signal prior to permitting students to cross in front of the bus.

#### SECTION 18.2 TRANSPORTATION AIDE

- A. Job Assignment
  - 1. Needs to be compatible with “special needs” students.
  - 2. Needs to be willing to complete special training sessions as arranged by the Special Education Director and the Transportation Supervisor.
- B. When the regular route driver is absent and the Transportation Aide drives in his/her place, the Transportation Aide shall be paid the driver’s wages.

### ARTICLE XIX NO STRIKE/NO LOCKOUT

#### SECTION 19.1 NO STRIKE COVENANT

The Union agrees during the term of the Agreement it will not encourage, condone, or participate in any strike, slowdown (complete or partial), refusal to perform any work, or any other type of concerted work stoppage. It is agreed such activity is specifically prohibited during the term of this Agreement. It is agreed participation by an employee in such prohibited activity is cause for discipline, including dismissal for just cause.

In the event such prohibited activity occurs, the School District will notify the Union of such, and the Union agrees it will take immediate action to end such prohibited activity.

#### SECTION 19.2 NO LOCK-OUT COVENANT

The Employer agrees not to lock out employees during the life of the Agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section 20.1.

ARTICLE XX  
MISCELLANEOUS

1. Salary Schedule (Wages)
  - A. Listed in Appendix “A.”
2. Training – Mandatory Meetings – Maintenance Transit
  - A. Training and meetings mandated by the Employer shall be paid at Eight Dollars (\$8.00) per hour.
  - B. Maintenance Transits (i.e., non passenger operations for vehicle repair purposes, etc.) shall be paid at the minimum wage per hour.
    1. All employees are eligible for this work subject to availability. Assignments by seniority rotation shall be made only during the school year.
3. School Year is defined as the first day of school for students to the last day of school for students, inclusive of “make-up” days mandated by the state of Michigan.
4. Breakdown Situations
  - A. Employees shall be paid for all time.
  - B. The driver and/or aide of the bus closest to the breakdown shall (has the option to) assist the breakdown by staying with the disabled bus or by transporting the passengers to a completion of their run. The senior employee shall decide which option to invoke.
5. School Closing/Delay

The Employer shall make every effort to notify employees of such in advance in order to avoid their unnecessary arrival at the workplace.
6. Licensing Fees
  - A. The Employer will pay fifty percent (50%) of all fees incurred by employees upon completion of state and federal requirements.
  - B. Subject to successful completion of probationary period.

ARTICLE XXI  
LONGEVITY

1. Recognition for years of service as follows: Employees shall receive a lump sum payment (subject to applicable taxes/withholdings) of:

At the start of the 10<sup>th</sup> year successive  
to the start of the 14<sup>th</sup> year \$ 400.00

At the start of the 15<sup>th</sup> year successive  
to the start of the 19<sup>th</sup> year \$ 550.00

At the start of the 20<sup>th</sup> year successive  
to the start of the 24<sup>th</sup> year \$ 700.00

At the start of the 25<sup>th</sup> year and each  
successive year \$ 800.00

2. For school year 2006-2007, the longevity will be reduced by 50%.
3. For school year 2007-2008, the longevity will be reduced by 25%.
4. For school year 2008-2009, the longevity will revert to the amounts listed in 1.

ARTICLE XXII  
SEPARABILITY AND SAVINGS CLAUSE

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, and the parties shall enter into negotiations with respect to the impact of such change(s). All other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relationship of the parties hereunder.

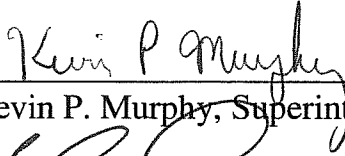
ARTICLE XXIII  
DURATION

This Agreement shall be effective from July 1, 2009, and shall remain in full force and effect until June 30, 2012. It shall be automatically renewed from year to year thereafter, unless either party makes written notification to the other of a desire to modify this Collective Bargaining Agreement. Such notice to modify shall be made at least ninety (90) days prior to the above stated expiration date. The terms and conditions of this Agreement shall remain in effect pending completion of the negotiating process.

Signatures appearing below signify agreement hereto as representatives of:

HOUGHTON LAKE COMMUNITY  
SCHOOL DISTRICT

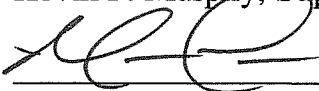
TEAMSTERS LOCAL 214



Kevin P. Murphy, Superintendent



Curtis H. Brown, Business Agent



Matt Lewis, Business Manager

Dated: 1-18-10

Dated: 5/12/10

Appendix "A"  
Houghton Lake Community Schools  
Salary Schedule (Hourly Rates)

**BUS DRIVER**

<u>School Year</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Start	\$11.68	\$11.71	Re-open
2 <sup>nd</sup> Year	\$12.28	\$12.31	Re-open
3 <sup>rd</sup> Year	\$12.93	\$12.96	Re-open
4 <sup>th</sup> Year	\$13.63	\$13.67	Re-open
5 <sup>th</sup> Year	\$14.64	\$14.67	Re-open
Field Trip Rate	\$10.03	\$10.05	Re-open

Field trips paid with deduction of missed regular route hours.

**TRANSPORTATION SUPPORT ASSISTANT (AIDES)**

<u>School Year</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Start	\$ 8.07	\$ 8.09	Re-open
2 <sup>nd</sup> Year	\$ 8.62	\$ 8.64	Re-open
3 <sup>rd</sup> Year	\$ 8.87	\$ 8.89	Re-open
4 <sup>th</sup> Year	\$ 9.17	\$ 9.20	Re-open
5 <sup>th</sup> Year	\$ 9.52	\$ 9.55	Re-open
Field Trip Rate	\$10.03	\$10.05	Re-open

Field trips paid with deduction of missed regular route hours.

**PRIORITY HEALTH**  
 priorityhealth.com  
**PRIORITYPOS<sup>SM</sup> (POINT OF SERVICE) PRODUCT**  
 Houghton Lake Schools  
 November 1, 2009 through October 31, 2010

The Point-of-Service plan offers you a choice of two benefit levels. The **Preferred Benefit** level applies when your Primary Care Provider (PCP) or other Participating Physician coordinates all of your medical care. Your out-of-pocket costs are lower when you use this option. The **Alternate Benefit** level applies when you seek medical services without coordinating with your PCP or other Participating Physician and when you use out-of-network services without receiving prior approval from Priority Health. Services you receive that are excluded from coverage are not paid at either benefit level.

The following information is provided as a summary of benefits available under your Point-of-Service plan. This summary is not intended as a substitute for your Certificate of Coverage and Schedule of Copayments and Deductibles. **It is not a binding contract. Limitations and exclusions apply to benefits listed below.** Coverage for services is based on Medical/Clinical Necessity as determined by Priority Health's Medical Department. A complete listing of covered services, limitations and exclusions is contained in the Certificate of Coverage, Schedule of Copayments and Deductibles and any applicable riders issued to you. You may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616 942-1221 or 800 446-5674 or on-line at [priorityhealth.com](http://priorityhealth.com). Contact Priority Health's Customer Service Department if you have questions about your benefits or coverage.

**Copayment** = Member pays

**% Coverage** = Priority Health pays

<b>Deductible</b>	<b>Preferred Benefit – 100% Plan</b>	<b>Alternate Benefit – 70/30% Plan</b>
A Deductible is the amount of covered expenses you must incur during the Contract Year before benefits will be paid. Deductible amounts you pay are excluded from any out-of-pocket maximums.  Deductible amounts satisfied under the Preferred Benefit Level do not apply toward the Alternate Benefit Level deductible and vice versa.	The Deductible is applicable to all covered services except for flat dollar Copayment services.  Facility charges for delivery are subject to the Deductible. Any Deductible amounts satisfied during the ninety (90) days preceding the start of a new Contract Year will carry over into the new Contract Year.	The Deductible is applicable to all covered services.
Individual Deductible per Contract Year	\$1,000	\$6,000
Family Deductible per Contract Year	\$2,000	\$12,000
<b>Note:</b> Services applied to Individual Deductibles will be combined to satisfy the Family Deductible. The Family Deductible is not to exceed the Individual Deductible per person.		

"APPENDIX B"



<b>Maximums</b>	<b>Preferred Benefit – 100% Plan</b>	<b>Alternate Benefit – 70/30% Plan</b>
<p><b>Note:</b> Out-of-Pocket maximum is the amount of covered expenses that you and/or your covered dependents will pay.</p> <p>Only Coinsurance for inpatient and outpatient services applies to out-of-pocket maximum.</p>	Not Applicable	Out-of-Pocket maximum is \$2,500 per individual and \$5,000 per family. All services apply to out-of-pocket maximums except Durable Medical Equipment; Prosthetic & Orthotic Devices; Treatment of Temporomandibular Joint Syndrome; Orthognathic Surgery Services; Family Planning/Infertility Services; any flat dollar Copayments, such as Copayments for office visits, ambulance and emergency services, Port Wine Stains, Certain Surgeries Professional Fees and Penalty charges.
Individual Out-of-Pocket Maximum per Contract Year	Not Applicable	\$2,500
Family Out-of-Pocket Maximum per Contract Year	Not Applicable	\$5,000
Maximum Individual Lifetime Benefit	Not Applicable	\$1,000,000
<p><b>Note:</b> Priority Health Benefit Maximum: Coverage maximums up to a certain number of days/visits per Contract Year are reached by combining either Preferred or Alternate Benefits up to the limit for one or the other, but not both. (Example: If Preferred Benefit is for 60 visits and Alternate Benefit is for 60 visits, the maximum benefit is 60 visits, not 120 visits). The Family Out-of-Pocket is not to exceed the Individual Out-of-Pocket maximum per person.</p>		
<b>Basic Benefits</b>	<b>Preferred Benefit – 100% Plan</b>	<b>Alternate Benefit – 70/30% Plan</b>
	Deductible applies to all services except where indicated below	Deductible applies to all services
<b>Physician's Services</b>		
Primary Care Provider (PCP) Office Visit (services provided by your PCP and other Participating Physician or during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)	\$20 Copayment per visit. Deductible does not apply to PCP visits. Lab or X-ray services that are considered preventive care under Priority Health's Preventive Healthcare Guidelines are covered at 100%. Non-preventive Lab or X-ray services that are not billed by the physician's office are subject to Deductible and Coinsurance.	70% Coverage of reasonable and customary charges. Lab or X-ray services sent to another facility for analysis covered at 70%.
Specialist Office Visit (referral care provided by a Participating Physician other than your PCP and prior approval from Priority Health if necessary)	\$35 Copayment per visit. Deductible does not apply to specialist visits. Lab or X-ray services that are considered preventive care under Priority Health's Preventive Healthcare Guidelines are covered at 100%. Non-preventive Lab or X-ray services that are not billed by the specialist's office are subject to Deductible and Coinsurance.	70% Coverage of reasonable and customary charges. Lab or X-ray services sent to another facility for analysis covered at 70%.
Routine Pre and Post-natal Care	\$20 Copayment per visit. A maximum of four times the office visit Copayment per pregnancy. (Deductible does not apply to routine maternity.)	70% Coverage of reasonable and customary charges
Allergy Care	100% Coverage, after deductible, for injections and serum. Applicable office visit Copayment may apply for testing. Deductible does not apply to office visits.	70% Coverage of reasonable and customary charges

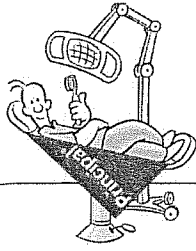
Basic Benefits	Preferred Benefit – 100% Plan	Alternate Benefit – 70/30% Plan
<b>Outpatient Services</b> Standard Diagnostic Laboratory and X-Ray Chemotherapy Radiation Therapy Hemodialysis	100% Coverage after deductible 100% Coverage after deductible 100% Coverage after deductible 100% Coverage after deductible	70% Coverage of reasonable and customary charges
<b>Advanced Diagnostic Imaging</b> Includes, but is not limited to the following: (CT, CTA, MRI, MRA, Nuclear Cardiology Studies and PET scanning)	\$150 Copayment per test. Annual maximum of 10 Copayments per individual. (Copayment waived if performed while confined in a Hospital.) Prior approval is required for certain radiology examinations. Deductible does not apply to advanced diagnostic imaging.	70% Coverage of reasonable and customary charges Prior approval is required. Failure to obtain prior approval will result in a 20% reduction in benefits.
<b>Rehabilitative Medicine Services</b>		
Physical and Occupational Therapy (including spinal manipulation)	\$20 Copayment per visit up to a combined benefit maximum of 50 visits per Contract Year. Deductible does not apply.	50% Coverage of reasonable and customary charges up to the combined benefit maximum of 50 visits per Contract Year
Speech Therapy	\$20 Copayment per visit up to a combined benefit maximum of 50 visits per Contract Year. Deductible does not apply.	50% Coverage of reasonable and customary charges up to the combined benefit maximum of 50 visits per Contract Year
Cardiac Rehabilitation and Pulmonary Rehabilitation	\$20 Copayment per visit up to a combined benefit maximum of 50 visits per Contract Year. Deductible does not apply.	50% Coverage of reasonable and customary charges up to the combined benefit maximum of 50 visits per Contract Year
<b>Note: If the above outpatient services are performed and processed in a physician's office, only the applicable office visit Copayment applies.</b>		
<b>Hospital Services</b> (Including facility-based physician services, radiology examinations and laboratory services)		
<b>Inpatient Services</b> (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient) <b>Note:</b> Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.	100% Coverage after deductible	70% Coverage of reasonable and customary charges. Prior approval is required. Failure to obtain prior approval will result in a 20% reduction in benefits. Penalty charges do not apply to out-of-pocket maximums.
<b>Inpatient Hospital Professional Services</b>	100% Coverage after deductible	70% Coverage of reasonable and customary charges. Prior approval is required. Failure to obtain prior approval will result in a 20% reduction in benefits. Penalty charges do not apply to out-of-pocket maximums
<b>Outpatient Surgery at Hospital or Ambulatory Center</b> (surgery and all related surgical services)	100% Coverage after deductible Prior approval is required for certain radiology examinations.	70% Coverage of reasonable and customary charges. Prior approval is required. Failure to obtain prior approval will result in a 20% reduction in benefits. Penalty charges do not apply to out-of-pocket maximums
<b>Outpatient Hospital Professional Services</b>	100% Coverage after deductible	70% Coverage of reasonable and customary charges. Prior approval is required. Failure to obtain prior approval will result in a 20% reduction in benefits. Penalty charges do not apply to out-of-pocket maximums

<b>Basic Benefits</b>	<b>Preferred Benefit – 100% Plan</b>	<b>Alternate Benefit – 70/30% Plan</b>
<b>Certain Surgeries and Treatments (Physician fees only)</b> Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty* and surgical treatment of male gynecomastia <b>Skin Disorder Treatments:</b> Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*	Physician fees are covered in full after deductible.  *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty, septorhinoplasty and sleep apnea treatment procedures.	Physician fees are covered in full after deductible.  *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty, septorhinoplasty and sleep apnea treatment procedures.
<b>Emergency Medical Care (in or out of the service area)</b>		
Hospital Emergency Room	\$100 Copayment per visit (waived if admitted). Deductible does not apply.	\$100 Copayment per visit (waived if admitted)
Urgent Care Center	\$50 Copayment per visit. Deductible does not apply.	70% Coverage of reasonable and customary charges
Physician's Office	Applicable office visit Copayment applies. Deductible does not apply.	70% Coverage of reasonable and customary charges
Ambulance (land or air)	\$0 Copayment. Deductible does not apply.	\$0 Copayment
<b>Family Planning/Infertility Services (Family Planning and Infertility Services are covered under the Preferred Benefit only.)</b>		
Vasectomy	100% Coverage, after deductible, when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.	Not Covered
Tubal Ligation		
Professional Fees	100% Coverage after deductible	Not Covered
Outpatient	100% Coverage after deductible	Not Covered
Inpatient	100% Coverage, after deductible, when performed in connection with delivery or other covered inpatient surgery.	Not Covered
Infertility Services for diagnostic, counseling and planning services for treatment of the underlying cause of infertility	50% Coverage after deductible. Prescription drugs for infertility treatment covered only with prescription drug rider.	Not Covered

<b>Basic Benefits</b>	<b>Preferred Benefit – 100% Plan</b>	<b>Alternate Benefit – 70/30% Plan</b>
<b>Mental Health/Substance Abuse Services</b>		
<b>Note:</b> All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.		
Inpatient Mental Health & Substance Abuse Services (including rehabilitation and partial hospitalization)	100% Coverage after deductible.	70% Coverage of reasonable and customary charges Failure to obtain prior approval will result in a 20% reduction of benefits.
Outpatient Mental Health & Substance Abuse Services (including medication management)	\$20 Copayment MSW & Psychologist. \$35 Copayment Psychiatrist, including med management. Deductible does not apply.	70% Coverage of reasonable and customary charges per visit
<b>Other Services</b>		
Dietitian Services	\$35 Copayment per visit. Up to six visits per Contract Year.	Not Covered
Durable Medical Equipment	100% Coverage after deductible	50% Coverage of reasonable and customary charges
Prosthetics & Orthotics	100% Coverage after deductible	50% Coverage of reasonable and customary charges
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage, after deductible. Maximum 45 days per Contract Year.	70% Coverage of reasonable and customary charges up to 45 days per Contract Year. Prior approval is required. Failure to obtain prior approval will result in a 20% reduction in benefits.
Skilled Nursing Facility Services Lifetime Benefit	Skilled Nursing Facility services Covered to a maximum limitation of 730 lifetime days. No Copayment. (Preferred Benefit only)	(no change from base plan)
Home Health Care	Covered in full after deductible.	70% Coverage of reasonable and customary charges
Temporomandibular Joint Syndrome (TMJS)	50% Coverage after deductible	50% Coverage of reasonable and customary charges
Orthognathic Surgery	50% Coverage after deductible	50% Coverage of reasonable and customary charges

**Note:** Reasonable and Customary Charges – Alternate Benefit: Your Alternate Benefits will be calculated using the lower billed charges or Reasonable and Customary Charges for such service(s). See your Certificate of Coverage (COC) for details.

<b>Additional Benefits</b>		
<b>Pharmacy Services</b>	Medical Deductible does not apply	Medical Deductible does not apply
Prescription Drugs  Note: Prescription drug coverage is based on the usage of a medication formulary.	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Includes prescription contraceptive drugs and implantable contraceptive drugs. Contraceptive devices administered or supplied in the physician's office are covered at 50%. Does not cover condoms, foams, jellies, ointments and other drugs or devices available over the counter. Infertility drugs covered with a 50% Copayment. (Limitations apply)	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Includes prescription contraceptive drugs and implantable contraceptive drugs. Contraceptive devices administered or supplied in the physician's office are covered at 50%. Does not cover condoms, foams, jellies, ointments and other drugs or devices available over the counter. Infertility drugs covered with a 50% Copayment. (Limitations apply)
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$10 Generic/\$40 Brand Name Copayment per prescription. Includes prescription contraceptive drugs and implantable contraceptive drugs. (Limitations apply)	Prescription drugs filled for up to 90 days with a \$10 Generic/\$40 Brand Name Copayment per prescription. Includes prescription contraceptive drugs and implantable contraceptive drugs. (Limitations apply))
Prescription Drugs for Sexual Dysfunction	\$10 Generic/\$40 Brand Name Copayment for prescription drugs for sexual dysfunction. (Limitations apply)	\$10 Generic/\$40 Brand Name Copayment for prescription drugs for sexual dysfunction. (Limitations apply)
Hearing Care	One hearing exam, one audiometric exam and one basic hearing aid per ear every 36 months. Hearing and audiometric exams covered full. Hearing aid covered in full to a maximum of \$500 per hearing aid. Deductible does not apply.	Not Covered.
<b>Basic Benefits</b>	<b>Preferred Benefit – 100% Plan</b>	<b>Alternate Benefit – 70/30% Plan</b>
<b>Eligibility Information</b>		
Dependent Children	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.
Early Retiree Coverage	Not Available	Not Available
65+ Retiree Coverage	Not Available	Not Available



Policyholder: Houghton Lake Schools

## Dental PPO Benefit Summary

Effective Date: 11/01/2009

*Vision = self-funded  
matches VSP2*

*Life = UNUM*

This chart provides you a brief summary of the key benefits of the dental insurance available from Principal Life Insurance Company. Following the chart, you will find additional information to answer questions you may have. For a complete list of all your dental insurance benefits and restrictions, please refer to your booklet or contact your plan administrator.

Eligibility	
Job Class	Mbrs Working 12-19 Hours Per Week

Benefits Payable				
Network	Dental Preferred Provider Organization (PPO)			
	Calendar Year Deductible		Coinsurance (Policy Pays)	
	In-Network	Non-Network	In-Network	Non-Network
Unit 1 – Preventive	\$0	\$0	100%	100%
Unit 2 – Basic	\$0	\$0	100%	100%
Unit 3 – Major	\$0	\$0	80%	80%
Combined Maximums	Maximums for preventive, basic, and major procedures are combined. In-network Calendar year maximums are \$1,000 per person. Non-network Calendar year maximums are \$1,000 per person.			
Maximum Accumulation	This allows for a portion of unused maximum benefit to carry over to next year's maximum benefit amount. To qualify, you must have had a dental service performed within the Calendar year and used less than the maximum threshold. The threshold is equal to the lesser of 50% of the maximum benefit or \$1000. If qualification is met, 50% of the threshold is carried over to next year's maximum benefit. You can accumulate no more than four times the carry over amount.			

Additional Benefits				
	Lifetime Deductible		Coinsurance (Policy Pays)	
	In-Network	Non-Network	In-Network	Non-Network
Unit 4 - Orthodontia • Child Lifetime Maximum: In-Network: \$1,500 Non-Network: \$1,500	\$0	\$0	80%	80%

**How Are Dental Procedures Covered?**

The list of common procedures shows what unit the procedure is included in and how often they are covered.

<p><b>Unit 1 – Preventive Procedures</b></p>	<ul style="list-style-type: none"> <li>• Routine exams - two per 12 months</li> <li>• Routine cleaning (prophylaxis) - two per 12 months (Expectant mothers, diabetics and those with heart disease receive one additional routine or periodontal cleaning within a 12 month period.)</li> <li>• Second Opinion Consultation</li> <li>• Fluoride – one treatment[s] each 12 months (covered only for dependent children under age 18)</li> <li>• Space maintainers - covered only for dependent children under age 18; repairs not covered</li> <li>• Harmful Habit Appliance - covered only for dependent children under age 18</li> </ul>
<p><b>Unit 2 – Basic Procedures</b></p>	<ul style="list-style-type: none"> <li>• Periodontal prophylaxis - if three months have elapsed after active surgical periodontal treatment; subject to Routine cleaning frequency limit (Expectant mothers, diabetics and those with heart disease receive one additional routine or periodontal cleaning within a 12 month period.)</li> <li>• Emergency exams – subject to Routine exam frequency limit</li> <li>• X-rays - Bitewing (one set[s] every 12 months), occlusal, periapical</li> <li>• X-rays – Full mouth survey (one every 60 months), extraoral</li> <li>• Fillings and stainless steel crowns</li> <li>• General Anesthesia/IV Sedation</li> <li>• Simple Oral Surgery</li> <li>• Complex Oral Surgical Procedures</li> <li>• Non-surgical Periodontics, including scaling and root planing - once each quadrant each 24 months (For expectant mothers, diabetics and those with heart disease, this procedure is provided with no deductible and 100% coinsurance.)</li> <li>• Periodontal Surgical Procedures – one each quadrant each 36 months</li> <li>• Simple Endodontics (root canal therapy for anterior teeth)</li> <li>• Complex Endodontics (root canal therapy for molar teeth)</li> </ul>
<p><b>Unit 3 – Major Procedures</b></p>	<ul style="list-style-type: none"> <li>• Repairs to Partial Denture, Bridge, Crown, Relines, Rebasing, Tissue Conditioning and Adjustment to Bridge/Denture, within policy limitations</li> <li>• Crowns – each 60 months per tooth if tooth cannot be restored by a filling.</li> <li>• Inlays, Onlays, Cast Post and Core, Core Buildup - each 60 months per tooth</li> <li>• Bridges - Initial placement / Replacement of bridges 60 months old.</li> <li>• Dentures - Initial placement of complete or partial dentures / Replacement of complete or partial dentures over 60 months old</li> </ul>
<p><b>Unit 4 - Orthodontic Procedures</b></p>	<ul style="list-style-type: none"> <li>• X-rays and other diagnostic procedures, fixed and removable appliances</li> </ul>

There is Coordination of Benefits, which is a procedure for limiting benefits from two or more carriers to 100% of the claimant's covered expenses.

## Understanding Your Dental Benefits

### Am I Eligible For Coverage?

To be eligible for coverage, you must qualify as an eligible member and be considered actively at work.

You must be enrolled for dental coverage before it can be offered to your dependents. Eligible dependents include your spouse and unmarried minor children. Additional eligibility requirements may apply.

### How Do I Find A Participating Provider?

Use the Provider Directory on [www.principal.com](http://www.principal.com) to locate nearby dentists or see if your dentist participates in your network.

1	Visit <a href="http://www.principal.com">www.principal.com</a> .
2	Under the <b>Quick Links</b> heading on the left-hand side, click <b>Provider Directory</b> .
3	In the left-hand navigation under <b>Providers/Networks</b> , click <b>Search For A Dental Provider</b> .
4	Begin your search by picking the <b>state</b> where you would like to find a provider. Next, specify a <b>network</b> . Depending on the network chosen, you may be transferred to a partner site.
5	Enter the <b>name of the provider</b> you are looking for (if known). If you are looking for a nearby dentist, enter the <b>city and state and/or ZIP code</b> . Be sure to indicate <b>how far you are willing to travel</b> .
6	Select the <b>desired specialty</b> or use the No Specialty Preference default. Click <b>Continue</b> .

You may nominate your dentist for inclusion in our network. Please submit the dentist's name, address, phone and specialty by calling 1-800-832-4450, or submit through [www.principal.com](http://www.principal.com).

### What Are The Restrictions Of My Coverage?

This Benefit Summary is a summary only. For a complete list of benefit restrictions, please refer to your booklet.



Limitations & Exclusions	
<b>Late Entrant Provision</b>	Those members enrolling more than 31 days after becoming eligible will be subject to an individual benefit waiting period, subject to policy guidelines.
<b>Missing Tooth</b>	Benefits for the initial placement of bridges, partials and dentures are not covered if those teeth were missing prior to becoming insured under the Principal Life policy. When the policy replaces coverage under a prior plan, continuous coverage under the prior plan may be applied to the missing tooth provision requirement.
<b>Orthodontia</b>	<p>If there is orthodontia (ortho) treatment in progress on the coverage effective date and you are covered under any prior group insurance for ortho, there will be immediate coverage for treatment if proof is submitted that shows:</p> <ol style="list-style-type: none"> <li>1) The lifetime maximum under any prior group insurance has not been exceeded,</li> <li>2) Ortho treatment was started and bands or appliances were inserted while insured under any prior group insurance, and</li> <li>3) Ortho treatment has been continued while insured under this policy.</li> </ol> <p>Principal Life will credit payments made by the prior carrier toward the Principal Life lifetime ortho payment limit.</p> <p>You will not be covered if ortho treatment is in progress prior to the effective date with Principal Life and you are not covered under any prior group insurance for ortho.</p>
<b>Prevailing Charge</b>	When using non-network providers, you pay any amount over the allowable charge.
<b>Other Limitations</b>	There are additional limitations to your coverage. A complete list is included in your booklet.



WE'LL GIVE YOU AN EDGE ®

Principal Life Insurance Company, Des Moines, Iowa 50392-0002, [www.principal.com](http://www.principal.com)

This benefit summary is for administrative purposes and is not a complete statement of benefits and restrictions. You'll receive a benefit booklet with details about your coverage. If there is a discrepancy between this summary and your benefit booklet, the benefit booklet prevails.

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