

**MASTER AGREEMENT**

**BETWEEN**

**ALPENA PUBLIC SCHOOLS**

**and**

**MICHIGAN EDUCATION ASSOCIATION –  
EDUCATIONAL SUPPORT PERSONNEL/MEA/NEA**

**BUS DRIVERS**

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**2005-2006, 2006-2007, 2007-2008**

ARTICLE I  
AGREEMENT

This Agreement is entered into this 16<sup>th</sup> day of October, 2006, A.D. by and between the Board of Education Alpena Public Schools, Alpena and Presque Isle Counties, Michigan, hereinafter called the "Board" and the Michigan Education Association – Educational Support Personnel, MEA/NEA – Bus Drivers, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter call the "M.E.A." and the National Education Association, hereinafter called the "N.E.A."

This Agreement will be effective as of August 18, 2005, and will continue in effect until August 31, 2008.

This Agreement will not be extended orally and it is expressly understood that it will expire on the above indicated date.

## ARTICLE II

### PURPOSE

A. WHEREAS the Association has been duly selected by a majority of drivers as the exclusive representative of bus drivers for the purpose of dealing with the Board on matters of driver concern;

#### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

B. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

C. The employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the employer, bargaining unit members, and the Association. The employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly have included herein a grievance procedure for the effective processing and resolutions of such disputes.

D. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy rule or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that any economic condition shall in all cases be maintained at not less than the highest minimum standard in effect at the time this Agreement is signed unless specifically negotiated away as stated in this Agreement.

## ARTICLE III

### RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all full time and regular part-time bus drivers, regular relief drivers, excluding supervisors, and all other employees.

B. Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to all members of the above defined bargaining unit.

C. Unless otherwise indicated, the term "Board" when used in this Agreement shall refer to the employer or its management.

## ARTICLE IV

### ASSOCIATION DUES AND FEES

A. Bus drivers shall, as a condition of employment, pay either Association membership dues or a service fee in an amount established by the Association.

The Board and Association agree that the payroll deduction of membership dues and/or service fees is required as a condition of the collective bargaining agreement. The Board will accordingly deduct the amounts designated by the Association through payroll deduction pursuant to the authority set forth in M.C.L.A. 408.477. The Board will deduct one-tenth (1/10th) of such dues and contributions from the first regular salary check of the bus driver each month for ten (10) months beginning in September and ending in June of each year. Deductions for bus drivers employed after the commencement of the school year will be appropriately prorated. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the employer once the employer has remitted all deducted monies to the Association.

B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or service fee, the Board agrees promptly to remit to the Association those sums collected, along with a list of the names, respective amounts deducted for bargaining unit members and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution or service fee.

C. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of Service Fee set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

D. In the event of any legal action against the employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, and agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.

E. Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, United Fund donations, MEA Financial Services Programs, MPSERS retirement contributions or any other plans or programs jointly approved by the Union and the employer.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use District buildings at all reasonable hours for meetings provided that when special custodial service is required the employer may make a reasonable charge therefore. No charge shall be made for use of District rooms before the commencement of the school/business day nor until 6:00 p.m.
- B. The MEA-ESP Representative and the Association steward shall be permitted to transact official Association business on District property at all reasonable times provided that this shall not interfere with or interrupt normal school/business operations.
- C. The Association shall be the only bus driver employee organization having the right to use school facilities as provided in "A" above and use of appropriate school equipment when arranged in advance with the building principal or administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on the designated bulletin board in the APS Transportation Center. The Association may use the district mail service and mailboxes at the APS Transportation Center for communication to bargaining unit members.
- E. The Board agrees to furnish to the Association, in response to reasonable timely requests, available information concerning financial resources and other appropriate records.
- F. The rights granted herein to the Association on behalf of this bargaining unit shall not be granted or extended to any competing labor organization for this same bargaining unit.

## ARTICLE VI

### EMPLOYEE RIGHTS

A. Pursuant to the Michigan Employment Relations Act, the employer hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. 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 elsewhere.

C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. (The non-job-related private and personal life of any employee is not within the appropriate concern or attention of the employer.)

D. The employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, domain, or physical characteristics.

E. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel or as required by law. Each file shall contain a record indicating who has reviewed, the date reviewed, and the reason for such review.

F. 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. Complaints against the employee shall be put in writing with names of the



complainants, 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, a copy of said material marked "personnel file" personally given to the employee will serve as notice. All formal requests for recommendations by potential employers shall be based solely on the contents of the employee's personnel file.

G. Any case of assault upon an employee that is job related shall be promptly reported to the employer. The employer will provide legal counsel if warranted to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render reasonable assistance to the employee in connection with the handling of the incident. The Employer will not hinder the employee's right to pursue the incident through law enforcement and judicial authorities.

## ARTICLE VII

### BOARD RIGHTS

The Board hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, to maintain discipline and efficiency of employees and the right to discipline or discharge is recognized by both the Association and the Board as the proper responsibility and prerogative of management in conformance with the provisions of this contract.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

A. Definition: A claim or complaint by a bargaining unit member or group of bargaining unit members (employee(s)) or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance.

B. Hearing Levels:

1. Informal Level:

When a cause for complaint occurs, the affected employee shall within ten (10) workdays of the alleged complaint, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and representative thereof present with the employee at such meeting. If the employee is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.

2. Formal Level I:

If a complaint is not resolved in a conference between the affected employee and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten (10) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) 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 Association.

3. Formal Level II:

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or designee. Within ten (10) days after the grievance has been submitted to the superintendent, the superintendent or designee shall meet with the Association on the grievance. The superintendent or designee, within ten (10) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

#### 4. Formal Level III

##### a. Regular Bus Drivers

If the Association is not satisfied with the disposition of the grievance submitted by a regular driver at Level II, rendered by the superintendent or designee or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator provided written notice of intention to arbitrate is given the employer and the American Arbitration Association within twenty (20) workdays following conclusion of Formal Level II. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and employer.

##### b. Relief Bus Drivers

If the Association is not satisfied with the disposition of the grievance, submitted by a relief driver at Level II, rendered by the superintendent or designee or if no disposition has been made within the period above provided, the Association may submit the grievance to non-binding mediation through the Michigan Labor Relations Board provided that written notice of intent to mediate is given the employer within twenty (20) workdays following conclusion of Formal Level II.

The mediator shall have no power to mandate a remedy to the grievance nor, shall either party be obligated to follow the recommendation/s of the mediator.

#### C. Miscellaneous:

1. The term "day(s)" when used in this article shall mean workdays. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level II of the grievance procedure, provided the grievance is filed within ten (10) workdays of the alleged violation.

4. If an employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement for all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

5. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the employer shall permit an employee and/or the Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the employer which pertain to the affected employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

6. An employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose, limited to the grievant(s), steward and any necessary witness(es).

## ARTICLE IX

### NO STRIKE/PICKET LINES

A. The Association will not engage in strike action of any kind against the Board during the life of this contract.

B. It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, if such action could adversely affect the personal safety of the employee and if the employer does not arrange for the employee's personal safety.

## ARTICLE X

### CONDITIONS OF EMPLOYMENT

#### A. Work Year

The normal work year for drivers will be determined by the number of student attendance days in the official school calendar.

#### B. Work Week

The normal work week for drivers is Monday through Friday unless this is in conflict with the official school calendar. Except at the discretion of the district, a driver shall not exceed forty (40) hours per week including related driver duty time. Where possible, attempts will be made to keep drivers close to 40 hours.

#### C. Overtime

1. Actual time worked over forty (40) hours per week per the Fair Labor Standards Act will be paid at time and one-half. Driving time on Saturdays will be paid at time and one-half excluding extra trips. Driving time on Sundays and holidays will be paid at double time excluding extra trips.
2. A regular relief driver may be denied additional work if the work would result in the relief driver exceeding forty (40) hours in a week.

#### D. Emergency Call-In

Drivers called in to drive in an emergency situation shall be paid for a minimum of two (2) hours drive time.

#### E. Inclement Weather

When schools are closed due to inclement weather or when otherwise prevented from operating and these days are counted as days of student instruction, employees will not be required to report for work and shall suffer no loss of benefits. When Act of God days are rescheduled, drivers will not be paid for unworked days but will be paid for the rescheduled days. In the event school is closed after the driver work day has started and the day is rescheduled, the driver will be paid for the actual time worked with a minimum pay of one hour. Should employees receive unemployment benefits, these benefits will be repaid to the district.

F. Student Discipline

The employer shall support and assist drivers with respect to the maintenance of control and discipline of students. The employer shall take reasonable steps to aid the driver with responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

G. The employer will provide to the employee the following:

1. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job.
2. Full cost of medical examination by the district designated physician required for the employee to perform his/her job.

H. Employees shall not knowingly be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

I. No employee shall be required to dispense or administer medication.



## ARTICLE XI

### PAID LEAVES

#### A. Sick Leave

1. The employer shall furnish each regular employee with a written statement of accumulated sick leave at the beginning of each school year.

2. Each regular driver will be credited with twelve (12) days of sick leave per school year. Regular Drivers hired during the year will be credited with a prorated number of days. Commencing with the second year, additional personal sick leave days are cumulative, but shall never exceed one hundred eighty-five (185) days. Upon eligibility for state retirement, employees will receive pay for six percent (6%) of their unused sick leave if they have served the Alpena Public School District ten (10) years; twelve percent (12%) of their unused sick leave after fifteen (15) years of service to the district and fifteen percent (15%) of unused sick leave after twenty (20) years of service to the district. Drivers hired after ratification of the September 1, 1984 - August 31, 1986 Agreement shall not be entitled to payment for unused sick leave. Absences in excess of accumulated sick leave will automatically place an employee on unpaid extended leave. Sick leave days will be in half or full day increments.

#### B. Emergency Absence and Leave

##### 1. Family Emergency Day Absence

Regular drivers required to be absent because of an emergency illness of a member of the immediate family may draw the regular wage, not to exceed five (5) days in any one (1) year and shall be deducted from sick leave allowance.

The term immediate family shall be defined to include grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, children, stepchildren and spouse.

##### 2. Employee Personal Business Day Absence

If the regular driver finds need to take leave of his/her duties for personal business that cannot be conducted at a time other than during working hours, he/she shall be granted a leave of two (2) days per year with pay. Additional days may be taken at the driver's own expense with the approval of the Superintendent or designee. Personal Business Day Absence is not to be interpreted as being for vacation, recreation, money-making activities or other employment. Requests for Personal Business Days must be made in writing through the Director of Transportation at least Forty-Eight (48) hours in advance except in the case of an

emergency. If the deadline has passed, the Director must be contacted with an explanation for the late request and, if granted, the paper work must be completed on the day of return to work. A driver's unused Personal Business Day allocation will be added, annually, to accumulated sick leave days up to the sick leave maximum accumulation of one hundred eighty-five (185) days.

#### C. Bereavement Absence

Death in the Immediate Family - The regular driver shall be granted a maximum of five (5) paid leave days per death. Such days are to be used at the death and to attend the funeral. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, grandparents, father and mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, of the bus driver or his/her spouse.

#### D. Jury Duty/Court Appearance

In the case of absence from duty in response to a subpoena for jury duty or as a witness in a court case that serves the public interest, a regular driver shall suffer no loss in pay provided that he/she returns any compensation from the court (less mileage expenses) to the District. If trial is canceled or the employee is not seated, the employee will be required to report to the Director of Transportation and assume his/her regular duties as soon as possible.

#### E. Armed Forces Reserves/Active Military Duty

In the case of active duty requirements for training with the Armed Forces Reserve Program, a regular driver shall suffer no loss in pay provided that he/she returns any compensation received from the military for this time period to the District. Paid military leave for active training with the Armed Forces Reserve Program is limited to a two (2) week period.

#### F. Relief Driver Procurement

Drivers will notify a designated person at the APS Transportation Center when in need of a relief driver. Notification shall be made no later than 5:15 a.m. for a morning run or 11:00 a.m. for an afternoon run. In case of an emergency, drivers should give as much advance notice as possible. The designated person shall be responsible for securing a relief driver. Drivers will notify the designated person at the APS Transportation Center of their intent to return to work following an absence no later than 3:00 p.m. on the date prior to return. Upon return to work, the driver will sign a statement as to which area the leave is to be charged (i.e., sick, personal, etc.). A.M. and P.M. Route Sheets will be kept on the bus.

#### G. Association Leave

Association leave of five (5) Board paid days total per year for the unit will be granted.

## ARTICLE XII

### UNPAID LEAVES

#### A. General Leave

1. A leave of absence, without pay or benefits, for up to one (1) year, may be granted by the employer. Upon written request, the Board may extend the leave up to one (1) additional year.

2. Requests for leaves must be in writing and shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.

3. An employee returning from a leave shall return to the position left. When the same position is not available or when the leave exceeds one (1) year, the driver will be entitled only to a position that his/her seniority would place him/her in. Notice of intent to return must be in writing at least fifteen (15) calendar days prior to return to work.

4. Leaves that exceed ninety (90) workdays will be posted under the vacancy provisions of this Agreement.

5. Employees on unpaid short-term leave of more than ten (10) work days will pay a pro-rata portion of monthly insurance premiums.

#### B. Military Leaves

In the event that an employee is called for active military duty, the employee will be afforded leave and return rights according to the Uniformed Services Employment and Reemployment Rights Act of 1994.

#### C. Union Leave

A leave of absence up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Union or as an officer in its state or national affiliate.

#### D. Child Care

A leave of absence shall be granted for the care of a newborn or newly adopted child according to the Family and Medical Leave Act of 1993. Child care leave may be extended as per the conditions of general leave in paragraph A above.

E. Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of an employee to elect to substitute paid leave under Article XI for unpaid leave in accordance with Section 102(D)(2) of the Act.

## ARTICLE XIII

### SENIORITY

#### A. District Seniority:

1. District seniority is the length of service within the district as a regular driver in the bargaining unit. Upon successful completion of probation, seniority for a regular driver will begin the date a route is awarded. When more than one (1) employee is hired on the same day, district seniority will be determined by casting lots.

2. A new employee hired, or rehired after having quit, in a permanent position shall be considered probationary for a period of sixty (60) days worked.

3. Seniority shall be lost under the following conditions:

a. Quit or discharge for just cause.

b. False reason for leave or engaging in other employment during a leave without management approval and exempting all other employment in existence at the time the leave is granted.

c. Absence from the job for two (2) consecutive working days without notification.

d. Failure to return to work within eleven (11) working days of a registered notice of recall following a layoff.

e. Failure to return to work at the expiration of a leave.

f. Retirement.

g. After three (3) years of being on the recall list.

#### B. Area Seniority:

1. Areas are defined by the elementary student attendance boundary lines.

2. When voluntarily transferring from one area to another, the regular driver's seniority shall be frozen in the area vacated and a new area seniority date established for the new area.

3. When involuntarily transferred from one area to another, the regular driver's seniority shall continue to accrue in the area vacated and the driver will be placed, based on district seniority, in the appropriate order in the new area.
4. When driving in more than one area, area seniority is the area of first assignment.

C. Seniority Lists:

1. The employer will each year prepare, maintain and post at the APS Transportation Center the following seniority lists:

- a. District Seniority
- b. Area Seniority
- c. Relief Driver Seniority

2. A copy will be provided to the Association.

D. Relief Driver Seniority:

1. Relief Driver Seniority is defined as the length of service beginning with the hire date as a relief driver in the bargaining unit. When more than one employee is hired on the same day, seniority will be determined by casting lots. Hire date is defined as the day official training begins with the understanding that the employee successfully completes the required training.

2. All relief drivers will serve a probationary period for the first thirty (30) days worked of their employment. With written notification to the employee and the union, this may be extended for an additional thirty (30) days worked. When a relief driver accepts a permanent regular driver position, it is understood that up to thirty (30) days probationary time shall be applied to the probationary period of the regular driver position as defined in Article XIII, Section A.

a. Probationary relief drivers are without seniority or other benefits unless otherwise provided for in this document.

b. Upon satisfactory completion of the probationary period, relief drivers will attain relief driver seniority retroactive to the date they successfully completed training requirements.

c. The Board retains exclusive right to discharge and to take disciplinary action involving a probationary relief driver, and such action as deemed appropriate by the Board shall not be subject to the grievance procedure.

3. Relief Driver Seniority will be lost under the following conditions:

a. Quits or discharged for cause.

b. Retires.

c. Absence from the job for two (2) consecutive working days without notification.

4. Relief drivers shall provide a monthly calendar of availability to the Director of Transportation. A relief driver will be moved to the bottom of the seniority list if s/he refuses to accept work on more than three occasions per school year except in an emergency or if the employee is ill. A doctor's note verifying the illness may be requested. Extraordinary requests for leaves will be approved or denied by a committee comprised of equal representatives of union and management.

5. A relief driver who is offered a regular driver position based on current contract provisions and declines the offer, for any reason, shall be moved to the bottom of the Relief Driver Seniority List.

## ARTICLE XIV

### VACANCIES AND TRANSFERS

#### A. DEFINITIONS:

Regular assignment - The routine transportation of K-12 students from home to their respective schools and back home again.

Shuttle - The routine transportation of eligible students or other passengers (public or parochial) from a school building to an instructional program site within the school day. Shuttles are bid by area seniority except vocational education which are available only to city drivers. Shuttles have a minimum pay guarantee of one hour unless the paid shuttle time overlaps with other paid time. In this case, the shuttle shall be paid at actual time worked.

Transfer - The routine transportation of eligible students or other passengers (public or private) from a school building to another school building at the beginning or ending of the school day. Transfers are bid by district seniority except special education transfers which are bid by area seniority whenever possible. Transfers are paid at actual time worked. P.M. transfers will commence payment twenty (20) minutes prior to the student release time for the following facilities:

ACES Academy  
Parochial schools  
Thunder Bay Junior High

Job - The combination of the driver's regular assignment, shuttle and/or transfer that was awarded by bid.

Extra trip -

(In-District) - The sporadic transportation of eligible students or other passengers (public or parochial) within the district boundary area. Such trips are further defined as in-district elementary or in-district secondary. All parochial trips are classified as in-district secondary.

(Out-of-District) - The sporadic transportation of eligible students or other passengers (public or parochial) outside the district boundary area

Permanent Vacancy - A new position or an existing position that is not assigned to a bargaining unit member. It is clearly understood that a vacancy is to an area and is not to a specific route.



Temporary Long-Term Vacancy – Any announced absence of a regular driver of twenty (20) working days or more. The announcement must be made at the beginning of the absence or at any time during the absence when it is known that an additional twenty (20) working days of leave will be required.

Temporary Short-Term Vacancy – Any absence of a regular driver of less than twenty (20) working days and/or continuing for periods less than twenty (20) working days.

B. All permanent vacancies will be posted in the APS Transportation Center and to the Association for a period of five (5) work days when the position is declared vacant or a new position is created.

C. Only regular drivers presently employed may apply for permanent vacancies under this Article.

D. Interested drivers must apply in writing to the Director of Transportation within the posting period.

E. Permanent vacancies that occur during the summer will be awarded at a bid meeting to be held not later than August 15. Drivers must be present at the bid meeting or have an authorized proxy (in writing) to bid in their absence. Members will be notified of the date and time of the bid meeting two (2) weeks in advance.

F. Permanent vacancies will be filled according to the following priorities:

1. Area Seniority, lives in area
2. District Seniority, lives in area
3. Area Seniority, lives out of area
4. District Seniority, lives out of area,

provided that awarding the position does not cause unnecessary expense to the District. A committee comprised of the Director of Transportation, Director of Business and Operations, and two (2) members of the Alpena ESP I Executive Committee will make a recommendation on the position/expense issue.

G. Vacancies are assigned to the area in which the majority of the students reside except the vocational shuttles which are assigned to the city.

H. When there is a vacancy, the drivers affected will not begin their new positions until all drivers are in place. Vacancies will be filled within five (5) work days after expiration of the posting unless this date falls within the last ten (10) work days of the school year. In that case, the vacancy will be filled on the first work day of the following school year. Each employee applicant will be notified in writing.

I. The parties agree that involuntary transfers of employees are to be minimized. In all cases, involuntary transfers will be effected only for reasonable and just cause and only after the position has been posted.

J. Drivers shall be given a one (1) day trial period to accept or reject a different position. They shall be allowed to drive the new bus route for one (1) day, and return to their former position if they don't want to accept the new position.

K. Drivers will not be allowed to "break up" their regular assignment to bid on transfers or shuttles. Drivers may only bid if the transfers or shuttles can be completed outside of their regular assignment.

L. The Board has the right to assign drivers to shuttles, transfers and routes if they are working less than the minimum time (pay) guarantee provided the assignment is within the time (pay) guarantee.

M. Unless otherwise provided for in this Agreement, drivers will retain an assignment in the same area held at the conclusion of the previous school year.

N. Extra trips will be posted in the APS Transportation Center. When possible, the posting will be made five (5) days before the assignment is to occur. These assignments will be bid on by seniority and rotated. A driver who passes when it is his/her turn for the assignment will be placed at the bottom of the list. Drivers accepting extra assignments that cause them to miss their regular assignment will have the wage for the regular assignment deducted. A driver may be denied an extra trip if the trip would result in a driver exceeding forty (40) worked hours in a week.

O. Extra trips not canceled two (2) hours prior to scheduled departure shall deem it necessary for the employer to pay two (2) hours pay to the driver(s) for that extra trip.

P. In the event that no regular driver bids on the extra trips, relief drivers will have the opportunity to bid on them by seniority and rotation.

Q. Access to Regular Jobs for Relief Drivers

In filling permanent or temporary long-term vacancies, first preference will be given to relief drivers who have the most relief driver seniority, before outside hires. Vacancies outside of the city will be filled according to the following priorities:

1. Previous area seniority as a regular driver
2. Lives in area
3. Relief driver seniority

## ARTICLE XV

### REDUCTION OF PERSONNEL

- A. When the Board determines that a reduction in the number of regular drivers is necessary, the affected drivers shall be added to the top of the seniority list of relief drivers in order of seniority.
- B. Should a layoff occur, employees will be laid off in the following order:
1. Relief drivers
  2. Probationary regular drivers
  3. Regular drivers in reverse order of seniority

The driver(s) to be laid off will be notified at least ten (10) calendar days prior to the effective date of the layoff.

C. If there is a reduction of runs in a given area, the driver(s) to be reduced is/are the least senior regular driver(s) in the area provided that regular probationary drivers have first been reduced.

D. If a position in a given area is totally eliminated, the driver affected shall first be a regular probationary driver, then the least senior regular driver in that area. The driver affected may bump (provided he/she has seniority) the least senior regular driver in the bargaining unit that is driving over three (3) hours. In the event the driver that is bumped is not the least senior regular driver in the bargaining unit, he/she may then bump the least senior regular driver in the bargaining unit.

E. If a shuttle or transfer is eliminated during the school year, the affected driver shall bump the least senior driver with a shuttle or transfer that fits into the reduced driver's schedule.

F. When a recall of laid off drivers is required, preference will be given to the drivers by recalling in order of greatest district seniority, e.g., the highest district seniority to the lowest. When possible, recalled drivers will be placed back in their geographical area of seniority.

G. Notice of recall shall be sent by certified or 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 registered receipt of mailing, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated

to take said-work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

## ARTICLE XVI

### DISCIPLINE AND DISCHARGE

A. Non-probationary regular employee(s) shall not be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of employee performance, shall be subject to the Grievance Procedure including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

B. When appropriate, progressive discipline (verbal warning, written warning, suspension, discharge) will be practiced.

C. An employee shall be entitled to have a representative of the Association present 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 Association is present. 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.

D. Driver Discipline for Operating a Vehicle while under the Influence of Drugs or Alcohol.

1. A driver shall submit to drug and/or alcohol testing as required by law. Any driver testing positive for drugs and/or alcohol, as defined by Department of Transportation regulations, while on the job will be terminated.
2. A driver arrested or ticketed for operating any motor vehicle while under the influence of drugs or alcohol, at a time other than while on the job, shall be suspended without pay until the matter is resolved by a court of law. A driver who pleads guilty or is found guilty by a court of operating any motor vehicle while under the influence of drugs or alcohol, at a time other than while on the job shall be disciplined as follows:

First Offense - after being found guilty by a court, the driver shall be suspended without pay from employment for a period of ninety (90) work days with a corresponding loss of all contractual benefits.

Second Offense - the driver's employment with Alpena Public Schools shall be terminated.

## E. Driver Discipline for Fuel Spills

In a continuing effort to resolve the problem of fuel spills caused by Alpena Public Schools' bus drivers, it is agreed the following shall be considered the operational and the disciplinary due process for bus drivers when a fuel spill occurs.

### 1. Spills occurring at a fueling site

- a. Fuel spills occurring at a fueling site will be reported by the driver causing the spill to the station attendant and to the District's Director of Transportation or designee.
- b. Provided that no negative action is brought forth against the school district or the bus driver by the management of the fueling site, fuel spills occurring at the fueling site will be the responsibility of the fueling site and will result in no disciplinary action against the bus driver causing the spill.
- c. Should the management of the fueling site file a complaint with the school district against the bus driver causing the spill(s) and/or deny access to fueling at any fueling site facility, disciplinary action will be taken according to the circumstances.

### 1. Fueling Site Complaints:

- (a) First Complaint – The bus driver will receive a letter of reprimand.
- (b) Second Complaint (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of three (3) days.
- (c) Third Complaint (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of ten (10) days.
- (d) Fourth Complaint (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver's employment with Alpena Public Schools will be terminated.

2. Denial of access to any fueling site facility: A bus driver denied access to any fueling site facility will be terminated from employment with Alpena Public Schools.
  
2. Spills occurring at any location other than a fueling site:
  - a. Upon discovery, fuel spills occurring at any other location will be reported to the school district's Director of Transportation or his/her designee.
  - b. Regular bus drivers causing a fuel spill at a location other than a fueling site will be disciplined according to the following schedule:
    1. First spill – The bus driver will receive a letter of reprimand.
    2. Second spill (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of three (3) days.
    3. Third spill (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver will be suspended from work without pay for a period of ten (10) days.
    4. Fourth spill (within the same school year or within the first ninety (90) calendar days of the next school year) – The bus driver's employment with Alpena Public Schools will be terminated.
  
3. Relief bus drivers causing a fuel spill at a location other than a fueling site will be disciplined according to the following schedule:
  - a. First spill – the bus driver will restart his/her probationary period with resulting loss of seniority.
  - b. Second spill (within the same school year or ninety (90) calendar days into the next school year) – the relief bus driver's employment with Alpena Public Schools will be terminated.
  
4. Reporting Fuel Spills

All fuel spills must be reported immediately upon discovery to the Alpena Public Schools' Director of Transportation.

5. Failure To Report A Fuel Spill

Bus drivers, both regular and relief, failing to report a fuel spill will be disciplined according to the following schedule:

- a. First incident of failure to report – The bus driver will be suspended from work without pay for a period of five (5) days.
- b. Second incident of failure to report – The bus driver will be terminated from employment with Alpena Public Schools.



## ARTICLE XVII

### NEGOTIATION PROCEDURE

A. Representatives of the employer and the Association's bargaining committees may mutually schedule meetings for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the employer and the Association, provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

B. When above meetings are conducted during regular work hours, release time shall be provided for the Association's negotiating committee where applicable.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the employer and one (1) by the Association.

## ARTICLE XVIII

### SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. It is further agreed that within ten (10) days of receipt of notification of the court's actions or legislative action that invalidates a provision of this contract, negotiations shall commence.

C. All understandings, awards, and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

## ARTICLE XIX

### INSURANCES

Insurances shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools.

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any over-payment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), regular employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Regular part-time employees will receive prorated insurance benefits where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the master contract held by the policyholder.

#### A. Health Insurance:

The Board will pay its share of the premiums for a Blue Cross/Blue Shield PPO 1 Plan or equivalent coverage with a \$10/\$20 prescription drug co-pay according to the schedule in F. 2. below. Should the Board establish a Preferred Provider Prescription Drug Plan, the Union agrees to participate in the plan provided that the co-pay remains within the parameters stated above.

#### B. Options in Lieu of Health Insurance

The Board will provide a payment option of Fifty-Two Dollars and Fifty Cents (\$52.50) per month when a qualifying regular employee does not select health insurance coverage.

#### C. Dental Care:

The Board will pay the premium for dental care insurance as listed in Appendix A for qualifying regular employees. The coverage is limited to one plan per household.

D. Vision Care:

The Board will pay the premium for vision care insurance as listed in Appendix B for qualifying regular employees. The coverage is limited to one plan per household.

E. Life Insurance:

The Board will pay the premium for term life insurance in the amount of \$10,000 per regular employee. An employee is not eligible for term life insurance when regularly scheduled for less than twenty (20) hours per week.

F. Drivers employed after ratification of the September 1, 1980 - August 31, 1982, Agreement will receive insurances (A through E) in accord with the following provisions:

1. Probationary employees receive no insurances during the first sixty (60) days worked.
2. After the first sixty (60) days worked, Board contribution per month for the regular employee taking insurances will be prorated according to the following schedule:

6 hrs/day	3 to 6 hrs/day	Less than 3 hrs/day
Full	1/2	0

G. Employees will, through payroll deduction, pay the difference between the Board contribution and the cost of insurances.

ARTICLE XX  
COMPENSATION

A. Wages

	<u>1 year</u>	<u>2-4 Years</u>	<u>5-7 Years</u>	<u>8-12 Years</u>	<u>13 Years+</u>
2005/06	14.04	15.81	16.72	17.80	18.00
2006/07	14.32	16.13	17.05	18.16	18.36
2007/08	14.61	16.45	17.40	18.52	18.73

In addition to the rates listed above, for the 2005-06 contract year, regular drivers shall receive a one-time off-schedule payment of two percent (2%) of their hourly rate for actual hours worked.

B. Minimum Pay Guarantee

1. Urban (City, South Alpena, ACES Academy)
  - A.M. - 1 1/2 hours pay if either secondary or elementary  
2 hours pay if both secondary and elementary
  - P.M. - Same as A.M.

2. Rural
  - A.M. - 2 hours pay for secondary and/or elementary
  - P.M. - Same as A.M.

3. Parochial students included in any of the above.

4. A driver is not normally eligible for a combination of assignments, shuttles and transfers that would result in more than forty (40) hours worked per week including related driver duty time.

C. Related Driver Duty Pay

The driver is responsible for bus wash, clean-up, gas-up, warm-up, safety checks and other related driver duties. The driver will be paid for these responsibilities on the basis of 1/4 hour of their hourly rate for each shift (A.M./P.M.) worked. Related Driver Duty time scheduled counts toward insurance benefits.

D. Relief Driver Wages:

For the 2005-6 contract year, relief drivers will receive a one-time off-schedule payment of two percent (2%) of their hourly rate for actual hours worked.

Beginning with the 2006-07 contract year:

Probationary relief drivers will be paid a driving rate equal to 70% of a first year regular driver's wage.

Regular relief drivers will be paid a driving rate equal to 75% of a first year regular driver's wage.

Regular drivers who are reduced to relief driver status will be paid eighty percent (80%) of a first year regular driver's wage for a maximum of two (2) years.

The non-driving rate for relief drivers will be the same as regular drivers.

The current IRS mileage rate will be paid to relief drivers who are required to travel to bus locations other than the Transportation Center when the distance is in excess of 20 miles, round trip. The relief driver is responsible for completing the mileage form. Reimbursement will occur twice each year.

#### E. Extra Trips

Driving time will be paid at the regular hourly rate of the driver. Waiting time will be paid at the following rates:

2006/07 - \$6.95

2007/08 - \$7.15

Waiting time includes time due to mechanical breakdown, storms, etc. The rates include pay for clean-up and safety checks. Upon the request of a driver and the approval of the Director of Transportation, substantially long trips may be divided. Each of the two drivers would be paid at 65 (sixty-five) percent of the above rate.

#### F. Training School

Drivers will receive their regular hourly rate for time spent in attendance at The Michigan School Bus Driver Continuing Education Course.

#### G. Route Consultation/Required Transportation Meetings

For time spent reviewing routes, bus stops and driver directions or attending required APS Transportation meetings, drivers will receive eighty percent (80%) of the first year regular driver rate. Drivers will be paid for actual time worked.

#### H. Meals, Lodging, Bridge Fares

The employer will pay for the reasonable cost of expenses incurred on extra trips upon the driver furnishing receipt(s).

I. Mechanical Breakdown

In the event of mechanical breakdown which prevents a driver from completing his/her job, he/she shall suffer no loss of pay for that day. If the breakdown necessitates the driver being on the job for a period of time that is longer than his/her normal work hours, he/she shall receive pay for all extra time worked at the following rates:

2005/06	\$7.55	2006/07	\$7.70	2007/08	\$7.86
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Repair - When the Director of Transportation, or his designee, directs a driver, at a time he/she is not normally required to work, to make an extra or separate trip to the Transportation Center for bus repair and/or requires a driver, at a time not normally required to work, to wait for repair, the driver will be compensated for this time at the hourly rate established by the Mechanical Breakdown rate.

J. Resource Persons

Should the Board decide to use drivers as resource people to assess road conditions resulting from inclement weather, each driver so used will be paid according to the following rates:

2005/06	- \$87.64 per year
2006/07	- \$89.39 per year
2007/08	- \$91.18 per year

K. Time Segment

Time worked over the minimum guarantee will be rounded off (forward or backward) to the nearest one quarter (1/4) hour.

L. Paychecks

Pay dates shall correspond with other school employees. Bus drivers may participate in direct deposit of their paycheck at the financial institution of their choice.

M. Pay Records

The Board reserves the right to require, from the employee, timesheets and other information necessary to assure proper payment of wages. Bus drivers will be responsible for preparing their own time sheet of actual hours worked.

N. Wage Step Increases

Step increases will occur on the employee's anniversary date - the date of hire in the District as a regular driver.



## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

#### A. Wash Rack

A daily schedule with thirty (30) minute increments will be posted in the APS Transportation Center for the use of the wash rack. Drivers will sign the schedule for use of the rack and if the driver is not available at the appropriate time, the rack is free for use by other drivers.

#### B. 1. Bus Location

The Board shall determine where a bus will be placed (located). Primary factors involved in the determination shall be financial and security considerations. The Association may grieve bus placement only through Formal Level II (excludes arbitration).

#### 2. Bus Placement

A committee will be established for the purpose of a proactive role in disputes regarding bus placement. If a dispute arises regarding bus placement, this committee shall convene and make a recommendation regarding the bus placement with due consideration given to the criteria listed below.

This committee, comprised of two persons from the administration and two persons from the ESP I local, shall investigate hours, routes, configuration of runs, etc., when making a recommendation regarding bus placement and its implementation.

## ARTICLE XXII

### DURATION

A. This Agreement shall be effective as of August 18, 2005, and shall continue in effect until August 31, 2008. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Copies of this Agreement will be printed by the Association and presented to all employees now employed.


The Board will pay for the costs of materials used in the printing of the Agreement and will present the Agreement to all persons hereafter employed by the employer. Any changes in district personnel policies affecting bus drivers shall be distributed to all drivers within thirty (30) days of said changes.

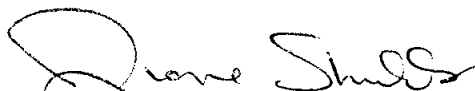
Upon employment, employees shall be given a copy of the form authorizing check off for Association dues and service fees within thirty (30) days of said employment.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives.


Michigan Education Association  
Educational Support Personnel/  
MEA/NEA Bus Drivers

Alpena Public Schools Board of Education


  
\_\_\_\_\_  
Steve Gonyea, President


  
\_\_\_\_\_  
Diane Shields, President

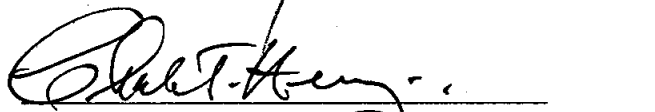
  
\_\_\_\_\_  
Diane Golder, Vice President

  
\_\_\_\_\_  
David Werner, Superintendent

  
\_\_\_\_\_  
Linda Klann

  
\_\_\_\_\_  
Mary Orban

  
\_\_\_\_\_  
Rebecca Kieliszewski

  
\_\_\_\_\_  
Charles T. Herring, MEA Uniserv Director

Appendix A – Self-Funded Dental Benefit Coverage Schedule

Employer: Alpena Public Schools                      Group Number: 513-02  
2373 Gordon Rd.                                      Effective: July 1, 1990  
Alpena, Michigan 49707                              Revision: May 10, 1994  
Phone: (989) 358-5009  
Fax: (989) 358-5036

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Eligible Class(es): All Non-Administrative Personnel  
Service Requirement: First of the Month following Date of Hire  
Minimum Work Requirement: 20 hours per week  
Employee Contributions: None  
Annual Open Enrollment Period: Month of September  
Coordination of Benefits: Standard  
Child Age Maximum: See page 4  
Benefit Year: July 1 to June 30  
Plan Year: The records of the Plan are kept separately for each Plan Year.  
The Plan Year begins on July 1 and ends on June 30.

Predetermination of Benefits: Charges in excess of \$200.00 require predetermination of benefits.

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**Schedule of Dental Benefits**

Type I      Preventative and Restorative Services  
                 Percentage.....80%  
                 Lifetime Deductible..... N-A

Type II      Replacement Services  
                 Percentage.....60%  
                 Annual Deductible.....N-A

Type III      Orthodontia Services  
(Covers Child(ren) to 19<sup>th</sup> Birthday/23<sup>rd</sup> Birthday for Full-time Students)  
                 Percentage.....50%  
                 Annual Deductible.....N-A

**Plan Maximums**

Type I and II Services  
                 Maximum Annual Benefit per Covered Member .....\$1,000.00

Type III Services:  
                 Maximum Lifetime Benefit per Covered Member.....\$1,000.00

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**Plan Modifications**

The following Plan Modifications have been included: Orthodontic Age Restriction Waiver

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MEBS Inc.  
3809 Lake Eastbrook Blvd.  
Grand Rapids, MI 49546  
Phone 1-800-968-9682

## Appendix B – Self-Funded Vision Schedule of Benefits

<b>Employer:</b> Alpena Public Schools 2373 Gordon Rd. Alpena, Michigan 49707 Phone: (989) 358-5009 Fax: (989) 358-5036	<b>Group Number:</b> 513 <b>Effective:</b> July 1, 1990 <b>Revision:</b> May 10, 1994	
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<b>Eligible Class(es):</b>	All Active Full Time Employees
<b>Service Requirement:</b>	First of the Month following Date of Hire
<b>Minimum Work Requirement</b>	20 hours per week
<b>Employee Contributions:</b>	None
<b>Annual Open Enrollment Period:</b>	Month of September
<b>Benefit Year:</b>	July 1 to June 30
<b>Coordination of Benefits:</b>	Standard
<b>Assignment of Benefits:</b>	Yes
<b>Plan Year:</b>	The records of the Plan are kept separately for each Plan Year. The Plan Year begins on July 1 and ends on June 30.

### Vision Examination

Optometrist	Limited to \$45.00 - you pay balance
Ophthalmologist	Limited to \$55.00 - you pay balance

### Lenses (pair)

Single Vision	Limited to \$35.00 - you pay balance
Bifocal Lenses	Limited to \$61.00 - you pay balance
Trifocal Lenses	Limited to \$75.50 - you pay balance
Lenticular Lenses	Limited to \$90.00 - you pay balance

### Frames

You pay amount over retail value of \$65.00

### Contact Lenses (pair, including exam fee)

Medically necessary	Limited to \$175.00 – you pay balance
Cosmetic	Limited to \$115.00 – you pay balance

### Lenses with Extras

Photochromics, Sun or Gradient Tints, and Tinted or Color-Coated	
Single Vision	Limited to \$40.00 – you pay balance
Bifocal Lenses	Limited to \$73.00 – you pay balance
Trifocal Lenses	Limited to \$90.00 – you pay balance
Lenticular Lenses	Limited to \$106.00 – you pay balance

### Polaroid

Single Vision	Limited to \$56.50 – you pay balance
Bifocal Lenses	Limited to \$97.00 – you pay balance
Trifocal Lenses	Limited to \$121.00 – you pay balance
Lenticular Lenses	Limited to \$143.00 – you pay balance

### Oversize

Included with above lens allowance  
 You pay balance

### Rimless

Included with above lens allowance  
 You pay balance

## BENEFIT SERVICE FREQUENCY

Vision Examination:	Once every Benefit Year.
Lenses:	Once every Benefit Year.
Frames:	Once every Benefit Year.