

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

72020  
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Teamsters  
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Effective 7/1/06 through 6/30/09

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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.
- 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 forty (140) days.
  - B. Payout upon termination of employment, after fifteen (15) years of service, up to and including one hundred forty (140) 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 forty (140) 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. See attached "Appendix B" – p. 5. Said sum payable to the employee's heirs, estate, or assigned recipient should the employee predecease retirement.

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

The Employer will provide medical, dental, vision, and prescription insurance coverage equal to the coverage as provided by SET SEG (School Insurance Specialist), including Blue Cross/Blue Shield Flexible Blue Plan 2 Medical Coverage, Flexible Blue Rx Prescription Drugs with Preventative Care, and all Riders included therein, and Messa VSP 2 Vision Plan, as evidenced in the Benefits-at-a-Glance charts attached hereto as "Appendix B" – p. 1-4.

- 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 as a cash option:

Effective 7/1/06      \$200 per month

3. Co-pay on insurance premiums shall be made by the employee(s) under the following conditions:

2006-2007 25% of individual policy or \$250.00 a month whichever is less

2007-2008 25% of individual policy or \$262.50 a month whichever is less

2008-2009 25% of individual policy or \$275.62 a month whichever is less

4. CAP ON INSURANCE PREMIUMS (includes medical, dental, optical and life)

2006-2007    \$1050.00

2007-2008    \$1102.50

2008-2009    \$1157.62

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, the Transportation Aide will be in charge of the route.

### 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

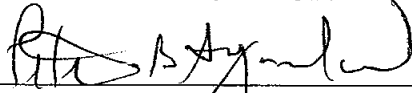
If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, and the parties shall enter into negotiations with respect to the impact of such change(s). All other provisions or 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.

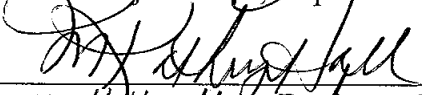
ARTICLE XXIII  
DURATION

This Agreement shall be effective from July 1, 2006, and shall remain in full force and effect until June 30, 2009. 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  
BOARD OF EDUCATION

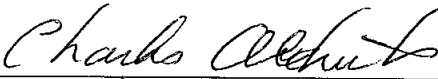
  
Peter B. Injasoulian, Superintendent


  
M. Kathryn Hall, Business Office

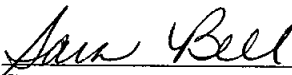
  
Stan Gardner, Transportation Supervisor


TEAMSTERS LOCAL 214

  
Tim Muckenthaler, Chief Steward

  
Charles Aldrich, Steward

  
Lori Roberts, Steward

  
Sara Bell, Alternate Steward

 8-31-07  
A. E. Carmien  
Business Representative

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

**BUS DRIVER**

<u>School Year</u>	<u>2005-2006</u>	<u>2006-2007</u>
Start	\$11.65	\$11.65
2 <sup>nd</sup> Year	\$12.25	\$12.25
3 <sup>rd</sup> Year	\$12.90	\$12.90
4 <sup>th</sup> Year	\$13.60	\$13.60
5 <sup>th</sup> Year	\$14.60	\$14.60
Field Trip Rate	\$10.00	\$10.00

Field trips paid with deduction of missed regular route hours.

**TRANSPORTATION SUPPORT ASSISTANT (AIDES)**

<u>School Year</u>	<u>2005-2006</u>	<u>2006-2007</u>
Start	\$ 8.05	\$ 8.05
2 <sup>nd</sup> Year	\$ 8.60	\$ 8.60
3 <sup>rd</sup> Year	\$ 8.85	\$ 8.85
4 <sup>th</sup> Year	\$ 9.15	\$ 9.15
5 <sup>th</sup> Year	\$ 9.50	\$ 9.50
Field Trip Rate	\$10.00	\$10.00

Field trips paid with deduction of missed regular route hours.

\*\*      2007-2008                                      2008-2009

To be negotiated - "Me Too" concept.

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

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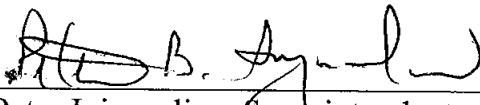
The parties agree that effective June 1, 2006, the following shall apply:

1. Employees eligible for longevity shall have their longevity payment reduced by 50% for one (1) payment of longevity made on the next anniversary date.
2. The payment in lieu of health care insurance shall be reduced to \$100 per month through August 31, 3006 and shall be a suitable topic for negotiations (June, July and August payments).
3. Employees who work less than twenty (20) hours per week shall not be eligible for long term disability. However, the parties agree to research for insurance carriers to cover said employees and such shall be a suitable subject for negotiations.
4. The parties shall continue to negotiate toward a contract inclusive of contract language, benefits and wages.
5. This agreement shall expire on May 31, 2007.

The parties agree to recommend the above proposal.

HOUGHTON LAKE COMMUNITY  
SCHOOL DISTRICT  
BOARD OF EDUCATION

TEAMSTERS LOCAL 214

  
Peter Injasoulian, Superintendent

  
A. E. Carmien, Business Agent

Dated: 26 Aug, 2006<sup>7</sup>

Dated: 8-31, 2006<sup>7</sup>



# Flexible Blue<sup>SM</sup> Medical Coverage, Flexible Blue Rx<sup>SM</sup> Prescription Drugs With Preventative Care Benefits-at-a-Glance Plan 2

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

### In-Network

### Out-of-Network

#### Preventive Care Services

\*Payment for preventive care services is limited to a combined maximum of \$500 per member per calendar year.

Health Maintenance Exam – includes chest X-ray, EKG, cholesterol screening and other select lab procedures	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Gynecological Exam	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Well-Baby and Child Care	Covered – 100% (no deductible or copay)* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100% (no deductible or copay)*	Not covered
Fecal Occult Blood Screening	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100% (no deductible or copay)*, one per member per calendar year	Not covered

#### Mammography

Mammography Screening	Covered – 100% (no deductible or copay)*	Covered – subject to your Flexible Blue medical out-of-network deductible and percent copay
One per member per calendar year, no age restriction		

#### Physician Office Services

Office Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Outpatient and Home Medical Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Office Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Urgent Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

#### Emergency Medical Care

Hospital Emergency Room	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Ambulance Services – medically necessary	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

**Diagnostic Services**

Laboratory and Pathology Services	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Diagnostic Tests and X-rays	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Therapeutic Radiology	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Colonoscopy	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
One per member per calendar year		

**Maternity Services Provided by a Physician**

Prenatal and Postnatal Care	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Includes delivery provided by a certified nurse midwife		

**Hospital Care**

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

**Alternatives to Hospital Care**

Skilled Nursing Care	Covered - 100% after in-network deductible, in participating skilled nursing facilities only Limited to 90 days per member per calendar year	
Hospice Care	Covered - 100% after in-network deductible, through a participating hospice program only Limited to dollar maximum that is reviewed and adjusted periodically	
Home Health Care - medically necessary	Covered - 100% after in-network deductible, by a participating home health care agency only	
Home Infusion Therapy - medically necessary	Covered - 100% after in-network deductible, by participating providers only	

**Surgical Services**

Surgery - includes presurgical consultations, related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Voluntary Sterilization	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible

**Human Organ Transplants**

Specified Organ Transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered - 100% after in-network deductible, in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone Marrow - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Kidney, Cornea and Skin	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care and Inpatient Substance Abuse Treatment	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Limited to a combined maximum of 60 days per calendar year with 120 days lifetime per member		
Outpatient Mental Health Care	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible, in participating facilities only
Limited to a combined maximum of 120 visits per member per calendar year		
Outpatient Substance Abuse Treatment - in approved facilities only	Covered - 100% after in-network deductible	Covered - 100% after in-network deductible, in approved facilities only
Limited to annual state-dollar amount (that combines outpatient and residential substance abuse)		

**Other Covered Services**

Outpatient Diabetes Management Program (ODMP)	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Allergy Testing and Therapy	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Osteopathic Manipulative Therapy	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Chiropractic Spinal Manipulation	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Limited to a combined maximum of 24 visits per member per calendar year		
Outpatient Physical, Speech and Occupational Therapy Services - provided for rehabilitation	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Note: Outpatient physical therapy is not covered at nonparticipating facilities.		
Limited to a combined maximum of 60 visits per member per calendar year		

In-Network

Out-of-Network

Other Covered Services (cont.)

Durable Medical Equipment	Covered - 100% after in-network deductible	Covered - 100% after in-network deductible
Prosthetic and Orthotic Appliances (shoe inserts not covered)	Covered - 100% after in-network deductible	Covered - 100% after in-network deductible
Private Duty Nursing Services	Covered - 100% after in-network deductible	Covered - 100% after in-network deductible

Prescription Drug Coverage

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductible, copay, out-of-pocket copay maximum and lifetime dollar maximum required under your Flexible Blue medical coverage.

<p>Flexible Blue Rx<sup>SM</sup> Prescription Drug Plan:</p> <ul style="list-style-type: none"> <li>Federal-legend drugs</li> <li>State-controlled drugs</li> <li>Disposable needles and syringes - dispensed with insulin</li> <li>Mail Order (Home Delivery) Prescription Drugs - up to a 90-day supply of prescribed medication by mail from Medco (no coverage out-of-network)</li> </ul>	<p>Network Pharmacy: 100% of approved amount after Flexible Blue medical coverage deductible</p> <p>Non-Network Pharmacy: 80% of approved amount after Flexible Blue medical coverage deductible (The 20% out-of-network copay will not be applied toward your annual Flexible Blue deductible, out-of-pocket copay maximum or lifetime dollar maximum.)</p>
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Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Deductible, Copays and Dollar Maximums

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<p><b>Deductible</b></p> <p>Note: Your deductible combines the deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.</p>	<p>\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4<sup>th</sup> quarter carry-over)</p>	<p>\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4<sup>th</sup> quarter carry-over)</p>
	<p>Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.</p>	
<p><b>Copays</b></p> <ul style="list-style-type: none"> <li>Fixed Dollar Copays</li> <li>Percent Copays</li> </ul>	<p>None</p>	<p>None</p>
<p><b>Copay Dollar Maximums</b></p> <ul style="list-style-type: none"> <li>Fixed Dollar Copays</li> <li>Percent Copays</li> </ul>	<p>Not applicable</p>	<p>20% of approved amount</p> <p>Note: Services without a PPO network and emergency services are covered at the in-network level.</p>
<p><b>Dollar Maximums</b></p>	<p>Not applicable</p>	<p>Not applicable</p> <p>\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year (excludes 20% out-of-network prescription drug copays)</p> <p>Note: Your copay dollar maximum combines the copay amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.</p>
<p><b>Dollar Maximums</b></p>	<p>Combined \$5 million lifetime per member for Flexible Blue medical coverage and Flexible Blue prescription drug coverage and a separate \$1 million lifetime per member per covered specified organ transplant type</p>	

Riders Included

Rider FB - OCSM-24	Adds coverage for osteopathic and chiropractic spinal manipulation, up to 24 visits per member per calendar year.
Rider FB - RM100 and Rider FB - PC 500M	Removes copay and deductible for mammography services provided by PPO providers. Adds coverage for preventive care benefits provided by PPO providers, up to a combined maximum of \$500 per member per calendar year. Mammography services are not included in the \$500 annual maximum. Note: These riders are available only as a "package" of preventive care services.
Rider CI, Rider PCD2 and Rider PD-CM	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as a "prescription drug package" with the Flexible Blue Prescription Drug Plan. Riders CI and PCD2 are part of your medical-surgical coverage and Rider PD-CM is part of your prescription drug coverage.
Rider XVA	Excludes benefits for voluntary abortions.
Rider DC	Covers dependents to the end of the year they turn 25. Cost of rider included in family rate.



Vision = Messa VSP 2  
July to June

# Houghton Lake Schools

## Dental Plan

### Benefits-at-a-Glance

This is intended to be an-easy-to-read summary.

#### Basic Benefits

Examination – includes initial and periodic	Covered - 100% R&C★, 2 per member per benefit year*
Cleaning – adult, and child	Covered - 100% R&C★, 2 per member per benefit year*
Flouride – to age 18	Covered - 100% R&C★, 2 per member per benefit year*
Restorative-Fillings	100% R&C★
Oral Surgery	100% R&C★
Endodontics	100% R&C★
Periodontics	100% R&C★
Lifetime Deductible	\$0

#### Major Benefits

Inlays, Onlays, Crowns, Post/Cores and Repairs	100% R&C★
Bridges and Repairs	80% R&C★
Dentures	80% R&C★
Annual Deductible	\$0

#### Annual Maximum

\$1,000 per person per benefit year\* for basic and major services combined.

#### Orthodontic Services

Payment @	80% R&C★
Lifetime maximum	\$1,500
<input checked="" type="checkbox"/> To Age 19	
<input type="checkbox"/> Adult Orthodontic coverage – no age limit	

\*Benefit year for this plan is January 1 through December 31.

★ This amount will be paid toward items and services incurred in connection with your appointment regardless of the amount charged by your provider. The remaining balance is your responsibility.

**Life Insurance  
 Plan and Rate Summary  
 Carrier: Assurant**

**School: Houghton Lake Community Schools**

**Life Insurance\***

Employee Group	Transportation		
Amount with AD&D**	\$25,000		
Monthly Rate per \$1,000			
Total Monthly Cost			
Monthly Cost per Employee			
Early Retirement Incentive			

\* See proposal for details

\*\* Accidental Death & Dismemberment