

**MASTER AGREEMENT**

**BETWEEN**

**YALE PUBLIC SCHOOLS**

**AND**

74130  
06 30 2009  
Teamsters  
C T X

**Bus Drivers, Aides, Mechanics, Media Tech., and  
Custodian/Maintenance Employees  
LOCAL UNION NO. 214  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

2006 - 2007  
2007 - 2008  
2008 - 2009

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**AGREEMENT**

This Agreement is made and entered into this 10th day of August, 2006, by and between the Board of Education of Yale Public Schools (hereinafter referred to as the Employer) and the Yale Public School Bus Drivers, Aides, Mechanics, Media Techs, and Custodian/Maintenance employees represented by Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the Union).

**WITNESSETH**

WHEREAS, the Employer and the Union recognize and declare that providing quality education for the children of the Yale Public Schools is their mutual aim, and

WHEREAS, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of personnel covered herein with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I**  
**RECOGNITION**

- A. Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this agreement of those employees of the Employer as certified and herein below set forth.
- B. The term "employee" as used herein shall include all full-time and regularly employed part-time bus drivers, aides, bus mechanics, media techs, custodial and maintenance employees employed by the Yale Public Schools, excluding: all cafeteria employees, secretaries, supervisory and administrative personnel, all substitutes and all other employees of the Board of Education.
- C. The Employer will not aid, promote or oppose any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE II**  
**UNION DUES AND INITIATION FEES**

- A. Membership in the Union is not compulsory. Regular employees have the right to join, maintain, or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms of this Agreement, during

working hours of the employees or in any manner that may interfere with employees engaged in work.

- B. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each employee Union member hereby authorizes the Union and the District without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amount of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

All employees who are not Union members shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money each month determined by the Union to be the service fee. For present regular employees, such payments shall commence thirty-one (31) days following the date of execution of this Agreement; and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

C. With regard to the above Union Security and Union Dues provisions, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

I hereby request and authorize you to deduct from my earnings the Union membership fee, assessments and, from each pay, an amount established by the Union as the pro-rated monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By: \_\_\_\_\_  
                    Last Name                    First                    Middle

To: \_\_\_\_\_  
                    Employer                    Department

Date to Start Deduction: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

D. Commencement of Deductions: Check off deductions, under all properly executed authorization for check off dues forms, shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period and each pay period thereafter. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form, in writing and signed by the employee, is filed with the Superintendent and the Treasurer of the Union. It is expressly understood that the Superintendent and the Board may honor only one authorization form per year per employee.

- E. All refunds claimed for deductions under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any deduction deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.
- F. Any dispute between the Union and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
- G. The Union will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense, of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.
- H. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the Treasurer of the local Union with a list for whom dues have been deducted within ten (10) days thereafter.
- I. Termination of Check off. Any employee shall cease to be subject to the check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education as Employer, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement. Such rights shall include, but not be limited to, the right to the following, subject however to the provisions of this agreement:
1. Manage and control the school's business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
  2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days after prior notification to the Union.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determining the size of the work force and to lay off employees.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations, the means, methods



and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical and mental conditions.
7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, department, divisions, or sub-divisions thereof and the relocation or closing of offices, department, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, in all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this agreement.
11. Determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria.

All rights, powers and interests which have not been granted to the Union by the provisions of this agreement are reserved to the Employer, subject however to the provisions of this agreement.

**ARTICLE IV**  
**DISCHARGE AND DISCIPLINE**

- A. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the district of the discharge or discipline. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district. Should the discharged, suspended, or disciplined employee, other than a probationary employee, and the steward consider the discharge to be without just cause, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure at Step 2.
- B. Among but not limited to the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:
1. Unauthorized or excessive absence from work.
  2. Commitment or conviction of any criminal act.
  3. Incompetence or inefficiency.
  4. Insubordination.
  5. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever.
  6. Waste or misappropriation of public supplies or equipment.
  7. Violation of any lawful written rule or written order made by the Board of Education that has been provided to all members of the bargaining unit.
  8. Deliberate falsification of records.

**ARTICLE V**  
**SENIORITY**

A. Probationary Employees

1. New employees initially hired into classifications covered by this Agreement in the District shall be considered as probationary employees for the first ninety (90) calendar days of their regularly scheduled active employment. Upon satisfactory completion of this probationary period, he/she shall be entered on the senior list of the job classification with seniority and benefits to be accrued from the date of initial hire.
2. There shall be no seniority among probationary employees.
3. The Union shall represent probationary employees in matters of wages, hours, and working conditions, except that it will not represent them in matters of discharge, discipline, or transfer for other than Union activities.
4. Probationary employees who are laid-off or discharged shall not have recourse to the terms of this agreement.

B. Regular Seniority Employees

1. Seniority employees who fill vacancies or newly created positions in other job classifications will be considered as "trial period" employees as defined in Article IX, Promotions and Transfers. During any trial period, the Union shall represent trial period employees in matters of wages, hours, and working conditions. However, in matters involving discipline less than discharge and removal for unsatisfactory performance during the trial period, grievances may be processed only to the Superintendent level of the Grievance Procedure.
2. Seniority shall be on a job classification basis in accordance with the employee's date of entry into the classification(s). Employees shall be laid off, recalled, or demoted

according to their seniority in their classification(s). An employee on scheduled layoff shall have the right to displace an employee with less seniority who is in a classification previously held by the employee; provided, the senior employee has more seniority in his/her previous classification and is qualified to hold the position held by the employee with less seniority.

3. Seniority shall not be affected by the race, sex, or marital status of the employee.
4. The seniority list on the date of this agreement will show the names and job titles of all employees of the unit entitled to seniority within classification(s). An up-to-date list must be available to the Union twice each year. Such list shall contain the date of hire, employee's location, classification, and seniority within the classification(s). In the event that two employees have the same initial date of hire, in a classification a lottery draw will be used to determine their seniority. Such ranking shall remain in effect for the rest of their employment in that classification.
5. If an employee transfers to a position under the Employer, not included in the bargaining unit, and thereafter within sixty (60) days transfers back to a vacant position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he /she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.

C. An employee shall lose their seniority for reasons including the following:

1. They resign.
2. They are discharged and the discharge is not reversed.
3. They are absent for two consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the employer will send written notification (registered letter) to the employee at his last known address that he has lost his seniority and his employment has been terminated.
4. If they do not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made. In the event of an exception being made, the Union shall be notified immediately of the exception.
5. They do not return from authorized sick leave and leaves of absence within two consecutive working days from the time expected without notifying the employer specifying valid reasons therefore.

**ARTICLE VI**  
**FULL TIME EMPLOYEES**

For benefit purposes full time employees shall be determined as:

- A. Garage employees, maintenance, and custodians at least eight (8) hours per day/forty (40) hours per week.
- B. Aides and Media Techs:

Aides and media techs that work at least 7 hours per day (35 hours per week) shall receive full paid health insurance benefits.

C. Bus Drivers:

Effective for the 05/06 school year, bus drivers with five (5) runs. Effective for the 06/07 school year, 7 hours per day and at least 35 hours per week. One run is considered one and one-half (1 1/2) hours for retirement purposes only.

- D. Employees who work in more than one classification must have a minimum of seven (7) hours per day and at least thirty-five (35) hours per week combined work schedule to qualify for full time employment with benefits under this Article. Employees who work either or combination of a fifty-two (52) week position or a school year schedule qualify for the benefits provided by this Article.

**ARTICLE VII**  
**STEWARDS**

- A. The employer recognizes the right of the local Union members to elect one (1) steward for each of the following areas: (1) 52-week employees (custodial/maintenance/mechanics) (2) Transportation (3) Aides/Media Tech. Each steward shall appoint an alternate. The alternate will only act in the absence of the steward.

**ARTICLE VIII**  
**LAYOFF PROCEDURE**

A. Layoff

1. "Layoff" means a reduction in the work force due to a decrease in the amount of work required, the lack of available funds, a cutback in enrollment or any combination thereof. If it becomes necessary for a layoff, employees shall be laid off, recalled, or demoted according to their seniority in their classifications with their employer in accordance with Article V.
2. When an employee has a reduction in hours or run package within his/her classification, he or she shall have the right to displace a less-senior employee within the same classification and retain as nearly as possible the same number of hours or runs. As the result of the bumping process, the less senior employee(s) of the same classification shall have the reduction in his or her hours or run package.

- B. Employees to be laid off will have at least seven-(7) calendar days notice of layoff during the school year and a minimum of two (2) weeks notice before the beginning of the school year. The Steward shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. The employees shall be recalled to employment in inverse order of layoff for new positions opening as determined by the work requirements established by the Board for which the employees are qualified. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to respond within five (5) days or fails to report for duty within ten (10) days from date of mailing of notice of recall, he/she shall be considered as resigned. The recall list shall be maintained by the Employer for a

period not to exceed two (2) years. If the classification work is privatized, a recall list shall be retained for five (5) years. Thereafter, an employee shall lose his right to recall.

- C. In the event of an unforeseeable school closing or an emergency beyond the control of management, the layoff notice of Section B. above shall not apply.

## **ARTICLE IX** **TRANSFERS AND PROMOTIONAL PROCEDURES**

- A. A vacancy shall be defined as an unfilled, unassigned or a newly created position which the board intends to fill. Notice of all vacancies in classifications of the bargaining unit shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given five (5) working days' time from posting in which to make application to fill the vacancy or new position. The employee making application to fill the vacancy or new position with the best qualifications and seniority to perform the duties that the job involves shall be transferred to fill the vacancy or new position and he/she shall be granted a trial period of five (5) working days. Trial periods do not apply to temporary assignments.

### **B. Promotions**

1. Promotions to a higher rate of pay within the bargaining unit shall be made on the basis of qualifications and seniority. Job vacancies shall be posted and applied for in the same manner as set forth above. Any person applying for the promotion and who is qualified therefore shall be granted a thirty (30) work day trial period to determine his/her desire to perform the work and for the district to evaluate the job performance. This trial period will be required even if the employee had previously filled the position through a temporary assignment. A conference will be held with the employee and administrator to determine that job performance meets required standards. The steward shall have the opportunity to be present at this conference.



2. A transfer shall be defined as a move to another position within the same classification at the same rate of pay and the same number of hours worked daily.
  3. A promotion shall be considered a move to a position or classification that has an increase in hours or results in an increase in yearly gross wages.
  4. During the trial period for promotion, an employee will receive the rate of pay and benefits of the job he/she is performing and shall have the right to return to his/her former position. The trial period may be extended by mutual agreement of the supervisor and the Union.
- C. In the event any applicant is denied a promotion or transfer, reason for denial shall be given in writing to the employee and the employee's Union steward.
- D. The parties agree that testing may be used as a means of determining qualifications. The Board shall use assessment procedures consistent with the performance requirements of the position and determine qualifying standards. The union shall be made aware of the assessment procedures used to determine qualifications and qualifying standards. An employee shall have the right to review test results with management and his/her steward for the classification being tested.

**ARTICLE X**  
**NEW JOBS**

- A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of pay for a job in which no substantial change in the job has occurred. When a new or revised operation involves duties which are not specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification and classifications and rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

- B. The Employer will notify the Union of such new or changed jobs and will meet with the Union to negotiate the rate and classification as soon as possible, but in no case more than two (2) weeks following the establishment of the job if said job is deemed to be within the unit herein certified and recognized. If the rate of pay is not negotiated prior to the starting date of the position, the negotiated rate shall be retroactive to the starting date.
- C. It is recognized that several factors determine the need for aides in a building. Since these conditions may vary from year to year, the district shall have the right to adjust the time assignment for an aide. A position may have the time decreased or increased up to 15 minutes in a single situation, not to exceed one-half hour during the school year, without posting the position when the duties of the position remain the same. An increase/decrease of more than one-half hour time, or when benefits shall be affected, shall require the position to be posted.

**ARTICLE XI**  
**FILLING ABSENCES**

- A. Temporary assignments are for the purpose of filling absences for periods in excess of twenty (20) working days for employees who are on vacation, absent because of illness, etc., and will be awarded on the basis of seniority and qualifications for the classification. Temporary assignments will be posted not later than the fifteenth (15<sup>th</sup>) workday except for bus drivers for which the vacancy may be posted when documentation is provided. Work times, hours, and runs will be noted on the posting.
- B. The Employer may use substitutes until twenty (20) working days are reached. On the twenty-first (21<sup>st</sup>) working day, the temporary assignment will be filled. This substituting opportunity shall not exceed one (1) year or extend into a new school year. In no case shall benefits be accrued as a result of this substituting opportunity.

C. Employees accepting a temporary assignment will not be required to serve a "trial period" and will remain in that temporary assignment until the employee returns, or until the temporary assignment ends. The employees in temporary assignments will receive the ninety (90) day rate of pay of the temporary assignment and benefits of the job he/she is performing and have the right to his/her former position.

1. Benefits for this article are defined as holiday pay and Act of God days.
2. Personal, sick and vacation leave will continue to accumulate at the rate of the employee's permanent position.
3. Personal, sick and vacation leave will be charged for the hours used in the temporary position.

## **ARTICLE XII** **WORK HOURS AND YEAR**

### **A. Working Hours**

The regular working hours shall be at the discretion of the Employer, provided that all persons, except bus drivers and aides, shall work consecutive hours. Mechanics shall be afforded the opportunity to change shifts periodically. A schedule shall be worked out to the mutual satisfaction of the mechanics and supervisor. In the event of split-sessions the work schedule for mechanics may be adjusted to the satisfaction of the district and the mechanics.

### **B. Work Year**

Bus drivers and aides will be paid their daily rate for the number of student days they are scheduled to work per school year provided they are present for the entire time in which they are regularly scheduled or have been granted time off in which sick or personal leave is used. On those days when there are no students present, bus drivers and aides may be assigned tasks consistent with their positions. Such assignment may include in-service training. These assignments may exceed the number of hours normally worked by bus drivers and aides. If bus drivers and aides and their

supervisor agree that they do not need to remain at work for the remainder of their regularly scheduled work day, they will only be paid for the hours actually worked.

C. Reporting Time for Payroll

The weekly pay period shall run from Monday through the following Sunday. Time will be reported to the building secretary for the two-week pay period no later than the Monday morning prior to the pay day.

**ARTICLE XIII**  
**OVERTIME**

- A. Time and one-half will be paid for all time worked in excess of forty (40) hours per week by custodians, mechanics and maintenance personnel if prior approval has been obtained from the immediate supervisor or the superintendent. In all cases of overtime, a minimum of one (1) hour overtime will be paid.
- B. Overtime shall be divided and rotated as equally as possible within the building and/or according to seniority in the classification and among those employees who regularly perform such work provided they are qualified to perform such work.
- C. For the purpose of this Article, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period, except bus drivers.
- D. Custodial and maintenance personnel along with mechanics who are required to work on Sundays or holidays shall be compensated at the rate of double time except that building checks shall be made by the head custodians at time and one half (1½) on Saturdays, Sundays and holidays. Any employee required to work on Saturdays shall be compensated at the rate of time and one half (1½).

E. The parties expressly recognize that compensatory time off in lieu of overtime pay is not allowed under this Agreement.

**ARTICLE XIV**  
**PAID LEAVES OF ABSENCES**

A. Sick Leave

1. Accumulation

- a) For new employees, sick days shall be pro-rated based on the date of hire after successful completion of the probationary period. Additional sick days shall be posted one per month at the beginning of each month through June 30.
- b) All regularly employed full-time employees covered by this agreement shall be allowed to accumulate sick days. All ten-month employees shall receive ten (10) sick days per year and twelve-month employees shall receive twelve (12) sick days per year. Sick days will be posted July 1 for seniority employees. Should an employee leave or become sick and then leave having used sick days in excess of one per month, the employee will have pay withheld for sick days used in excess of one per month. If the pay does not cover these days, the employee is required to reimburse the district for the days not covered by this article. All full-time employees may accumulate a maximum of ninety (90) days.
- c) All regularly employed part-time employees covered by this agreement will be entitled to accumulate five (5) days per year up to a maximum of ninety (90) days. New part-time employees will have hours pro-rated and posted the first of each month.
- d) For convenience of record keeping, sick days may be recorded as hour(s) worked daily in the position(s).
- e) Employees with ten(10) years or more seniority terminating employment with Yale Public Schools must provide at least two(2) weeks notice in order to be entitled to receive pay for all accumulated unused sick leave. Employees with less than ten(10) years shall lose all

accumulated unused sick days.

Employees who do not provide proper notice shall lose all accumulated unused sick leave days.

2. Computation of Benefits

An employee, while on paid sick leave, will be deemed to be on a continued employment for the purpose of computing all benefits referred to in this agreement.

3. Abuse of Sick Leave

The Union agrees that abuse of sick leave as above stated is not only contrary to appropriate employee behavior, but may also subject an employee to disciplinary action. If an employee is absent more than three (3) days in any school year, he/she may be required to provide a doctor's statement on any subsequent sick days if notified by the employer.

4. Accumulation Statement

Employees will be given a statement indicating leave days accumulated on a monthly basis.

5. Termination Pay

- a) Any full-time employee with ten (10) years full-time in the District shall receive termination pay for all accumulated sick leave at the rate of \$30.00 per day. Effective upon ratification of this Agreement, the Board will pay the above rate to any full time employee with an accumulation over ninety (90) days, for those days over ninety (90), at the end of each school year.
- b) Part-time employees who work ten (10) years in the District shall receive termination pay for all accumulated sick leave at the rate of \$15.00 per day. Effective upon ratification of this Agreement, the Board will pay the above rate to any part time employee with an accumulation over ninety (90) days, for those days over ninety (90), at the end of each school year.

c) Reduction in Hours

When an employee is reduced from full-time to part-time, the accumulated sick leave at that date shall be frozen for purposes of termination pay.

d) Beneficiary Payment

In the event of a death of a member of the bargaining unit, any accumulated vacation and Sick leave according to Article XIV, paragraph 5(a) and (b) shall be paid to the spouse or beneficiary of the deceased at the appropriate rate (vacation at daily rate, sick time according to Article XIV, Section A.5.)

6. Sick Bank Donation

Any member of the bargaining unit who desires to donate a sick day to a member of the bargaining unit who has used up all of his/her accumulated sick and personal leave because of illness or injury may do so. Employees may donate only one day per individual per year, and the employee who is to receive the donated sick day must be off five (5) consecutive work days to be eligible to receive the first donated sick day on the sixth consecutive day of illness.

7. Worker's Compensation

- a) During the first thirty (30) work days that an employee receives worker's compensation the employee will be paid the difference between his regular "daily rate of pay" and what he has received in worker's compensation payments, without charge to the employee's sick leave.
- b. Following the exhaustion of the supplemental without charge to sick leave (i.e., thirty (30) days in a twelve (12) month period), employees, whose illness or disability entitles them to benefits of worker's compensation, shall be paid only the difference between this coverage and their salary to the extent of personally accumulated sick leave days.

- c. An employee's net payment of worker's compensation and supplemental pay (as set forth in a. and b. of this section) shall not be more than the employee would have been paid for working his schedule at the "daily rate of pay" for any period covered by worker's compensation.
- d. It is the employee's responsibility to request a billing for unpaid MIP on worker's compensation wages by a third party from the Office of Retirement Services, 800-381-5111. Interest will accrue on this unpaid MIP until time of payment. Unpaid MIP can be collected through payroll deduction via a TDP agreement.

**B. Personal Business Leave**

An employee shall be allowed two (2) personal business days per year, upon three (3) days prior, notification to the Employer, except in the case of emergency, not to be deducted from sick leave. Unused personal business days shall be added to the employees' accumulated sick leave.

**C. Funeral Leave**

1. An employee shall be allowed up to three (3) working days, in conjunction with the funeral, which shall not be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows:

Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Stepchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparent-in-law, Grandparents, Grandchildren and Stepparents.

Additional time, up to one (1) week, may be used for the immediate family, but will be deducted from sick leave.

2. The Steward or designee will be allowed one day off to attend the funeral of a member of the bargaining unit, the day not to be deducted from sick leave.
3. One (1) day paid for relative not including any foregoing deducted from sick leave.



D. Holidays

1. The Employer will pay the normal day's wages for the following holidays for all employees covered by this agreement even though no work is performed by the employee. Non-probationary employees serving in a temporary position shall be paid the normal day's wages for the position in which they are currently serving.

Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, respectively.

Employees will be paid their regular rate for said holidays if they work the last regular scheduled workday prior to the holiday or were excused. Employees who are not scheduled to work the summer months shall not receive Independence Day as a holiday.

2. A floating holiday will be granted at the request of the employee subject to the following conditions:
  - a) The employee must apply three (3) days in advance unless mutually agreeable.
  - b) The District reserves the right to limit the number of floating holidays used on a particular day subject to staffing needs and the availability of substitutes.
  - c) If not used, the day shall be added to his/her sick bank.
3. When the scheduled holiday falls on Saturday, the employees shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on Sunday, the employees shall receive the Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the holiday would be a school session day, the Employer shall pay the employees the holiday pay.
4. Employees required to work on any of the above-named holidays shall receive double time in addition to holiday pay.

E. Jury Duty

An employee, while serving on jury duty, shall submit the check stub for payment received from the county or other jurisdiction. At such time, the amount received (not including mileage) will be deducted from the following pay.

F. Vacation

1. In the first year of employment, new 52-week employees that do not complete a full calendar year (July 1 - June 30), will have vacation days pro-rated to the date of hire, after successful completion of probation, and will be credited with those vacation days the following July 1.
2. All full-time garage employees, custodial/maintenance employees who work 52 weeks shall be entitled to two (2) weeks paid vacation after working one full year. After six (6) years of continuous employment, they shall receive three (3) weeks paid vacation, credited on their seniority date. After ten (10) years of continuous employment, they shall receive four (4) weeks paid vacation per year, credited on their seniority date. Vacations may be taken at any time of the year with the advanced approval of the supervisor.
3. Employees who work a minimum of six (6) hours daily in a 52 week position shall have vacation time based on the hours of their regular work assignment.
4. Employees with ten(10) years or more seniority terminating employment with Yale Public Schools must provide at least two(2) weeks notice in order to be entitled to receive all unused vacation leave days. Employees with less than ten(10) years shall lose all accumulated unused vacation days. Employees who do not provide proper notice shall lose all accumulated unused vacation days.

**ARTICLE XV**  
**UNPAID LEAVES OF ABSENCE**

A. Leaves of absence without pay for reasonable periods not to exceed one (1) year may be granted by the Board of Education upon request, in writing, specifying the reasons. Employees returning from a leave of absence shall be returned to the same kind of position as that previously held. Employees returning from a leave of absence may be required to submit to a medical examination at the request and expense of the Employer at any time during their employment.

Seniority shall continue to accumulate during the following unpaid leaves of absence except for personal leaves:

1. Serving in an elected or appointed position, public, or Union.
2. Maternity or Illness Leave. A pregnant employee must give written notification of her condition to the Superintendent as soon as she is aware of her condition and must commence such unpaid leave at the time her physician can no longer certify her ability to continue the job. The employee may return from such leave upon medical certification from her physician of her ability to resume the job. Maternity leave will be granted as specified by state or federal law.
3. Prolonged illness to the employee or a member in the immediate family, which shall include the husband, wife, children, or parents.
4. Training relating to employee's regular duties in any approved educational institution.
5. Personal Leave of Absence. Members will not accumulate seniority while on personal leave of absence, but will maintain previously accumulated seniority.

B. Military Service

1. The reinstatement rights of any employee who is inducted into the military service of the United States, by reason of any act or law enacted by Congress of the United States, shall be determined in accordance with the provisions of the law granting such rights.
2. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

C. Union Time

The Board agrees to allow two (2) members of the Union released time, without pay, to attend a function of the Union. Two weeks' notice is required prior to the function.

- D. Members of the bargaining unit who are granted leaves of absence in accordance with this article shall be returned to the same kind of position/runs the employee held prior to the leave of absence, unless that position/run no longer exists.

**ARTICLE XVI**  
**HEALTH INSURANCE AND BENEFIT COVERAGE**

A. Medical

1. The Employer agrees to pay all full-time custodial, maintenance and garage mechanics Major Medical (PPO Plan) with coverage as detailed in Appendix A, or \$20,000 group life insurance in lieu of health insurance for employees who opt out of health insurance benefits.  
Duplication of benefits will not be provided in this plan. Those employees who do not currently receive life insurance shall be provided \$15,000 of group life insurance.
2. The Employer agrees to pay full health coverage for all full-time bus drivers, media techs, and

Aides a PPO health plan equivalent to the High Deductible Health Plan Blue Cross Flexible Blue Plan 2 (Appendix A-1) with a \$1,250.00 per person/\$2,500.00 per family deductible, funded through health savings/health reimbursement accounts by the district, or \$20,000 group life insurance in lieu of health insurance for employees who opt out of health insurance benefits. Duplication of benefits will not be provided in this plan. Those employees who do not currently receive life insurance shall be provided \$15,000 of group life insurance.

B. The employee may elect a \$1,000.00 cash stipend in lieu of health insurance for eligible employees. The employee may elect one lump sum in January or 20-pay option.

C. Dental

The Board will provide to full-time employees dental insurance as detailed in Appendix B.

Multiple classification and employees working less than full-time, but at least four (4) hours will receive \$25.00 per month toward the Dental Program in Appendix B. Employee payments will be worked through Central Office.

D. Vision

The Board will provide to all employees vision insurance as detailed in Appendix C.

E. This Article will allow for a coordination of benefits where applicable.

F. Any member of the bargaining unit who is laid off or who is on worker's compensation shall continue to receive health insurance coverage for a period of three months from the date of layoff or injury.

G. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters. The Board by payment of the premium payments required to provide the insurance coverage set forth in Article XVI shall be relieved from any and all liability with respect to disputes regarding coverage and benefits.

The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union nor shall such failure be considered a breach of any obligation by either of them. The disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by this Agreement. The insurance benefits provided by Article XVI shall not begin until the employee has properly completed the necessary forms required by the insurance company and otherwise been enrolled for insurance by the insurance company. There shall be no obligation to an employee for insurance coverage until the employee has been accepted for enrollment by the insurance carrier. It is the employee's duty to complete the necessary forms. Employees shall be notified of insurance benefits by the employer at the time of employment. Unless otherwise notified, insurance coverage for employees shall continue through the summer months. Upon termination of insurance coverage the employer will notify the employee of any conversion rights in accordance with the law.

H. Flu shots will be offered and paid by the employer.

I. Upon ratification, when an employee retires, with the approval of the insurance company, an employee may purchase the maximum allowable additional life insurance at group rate.

#### **ARTICLE XVII** **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Steward and the Employer or his designated representative upon request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be

confined to those included on the agenda. Conferences shall be held at mutually agreeable times. Members of the Union shall suffer no loss of time or pay for time spent in such conferences. This meeting may be attended by representatives of the Union Local and/or International Union.

### **ARTICLE XVIII** **GRIEVANCE PROCEDURE**

A grievance shall be an alleged violation of the express terms of this agreement.

**STEP ONE:** If an employee feels he has a grievance, he shall discuss the grievance with the steward. The steward may discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within two (2) working days, it will be submitted in written form by the steward to the immediate supervisor within five (5) working days from the date the grievance occurred. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or sub-sections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

The immediate supervisor shall answer the grievance within five (5) working days.

**STEP TWO:** If the grievance has not been settled, it shall be presented by the Steward in writing, and signed by the grievant, to the Superintendent within five (5) working days after the supervisor's response is received. A meeting will be scheduled within five (5) working days between the Teamster Business Agent, classification steward, grievant, supervisor, personnel director, and Superintendent to attempt to resolve the issue. The Superintendent shall respond to the grievance in writing within five (5) working days of the meeting.

STEP THREE: If the grievance remains unsettled, it shall be presented by the Steward in writing to the Board of Education within five (5) working days after the response of the Superintendent is received. The Board of Education shall respond in writing to the Steward within thirty (30) working days.

STEP FOUR:

1. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Steward shall refer the matter to Local 214.
2. In the event that the grievance is not satisfactorily settled at the Board step, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.
3. In the event Local 214 wishes to carry the matter further, it shall, within 30 calendar days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the dispute.
4. If the dispute remains unsettled, and the Local wishes to carry the matter further, Local 214 shall file a demand for arbitration in accordance with the Federal Mediation and Conciliation Service's Rules and Procedures within ten (10) calendar days.



5. Arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service's Rules and Regulations.
6. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from, any of the terms of this agreement. He shall have no power to interpret state or federal law. The expenses of the arbitrator shall be paid by the losing party in the arbitration.
7. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
8. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liability shall be canceled. If a grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from date of withdrawal, the grievance shall not be reinstated. If one or more grievances involve a similar issue, both grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.
9. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal, a decision within the time limits, or leave the employment of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

10. Local 214 shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
11. All preparation, filing, presentation, or consideration of grievances shall be held at a time other than when an employee or a participating union representative is to be at his regularly assigned duty station.
12. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustment. In no event shall a grievance settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

**ARTICLE XIX**  
**ENTIRE AGREEMENT**

This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to grievance negotiations as provided in Article XXI. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Board of Education and the Union.

**ARTICLE XX**  
**SEVERITY**

If any provisions of this 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, but 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 relation of the parties hereunder. Such provision shall be renegotiated to comply with the law.

#### **ARTICLE XXI**

##### **WAIVER**

The waiver of any breach or condition of this agreement by the Board of Education shall not constitute a precedent in the future enforcement of the terms of the conditions herein.

#### **ARTICLE XXII**

##### **UNION BULLETIN BOARDS**

The Union shall have the right to post notices of activities in the matters of Union concern on Union bulletin boards.

#### **ARTICLE XXIII**

##### **CLOTHING ALLOWANCE**

- A. The Board agrees annually to supply a uniform style of clothing for mechanics, maintenance, and custodial personnel. Each employee will receive seven (7) shirts and seven (7) pants or a combination of other appropriate wear. Other acceptable clothing, i.e. coveralls, coat, or boots of equal value may be purchased instead of shirts or pants if the employee's uniforms are acceptable at the sole discretion of the supervisor. The employee is required to wear uniform clothing at work. The Board will consult with Union designated employees regarding color, style, and fabric.
- B. The Board agrees annually to provide an additional \$100.00 (one-hundred dollars) for mechanics and maintenance personnel to purchase approved outerwear at the sole discretion of the supervisor. Approved outerwear may include coveralls (light or heavy) jacket (light or heavy) vest, rain gear or work boots or shoes.
  1. All employees wishing to submit an outerwear receipt must have the following:
    - A. A readable itemized receipt
    - B. Submitted by 4:00 P.M., September 30, to the Business Office.
    - C. All staff will be reimbursed in October if they have met requirements A & B.

- C. The Board agrees to provide a winter jacket to a maximum of \$75.00 for all bus drivers to be replaced every three (3) years-after two full years of continuous employment with the district. Bus drivers, at the sole discretion of the supervisor may choose approved outerwear in lieu of the \$75.00 jacket allotment, under the same conditions as XXIII - B and XXIII B-1. Drivers are expected to be in an acceptable work jacket daily.
- D. Aides with one (1) year of service regularly assigned to playground duty will be provided a coat.
1. The District will pay \$75 toward a new garment every three (3) years and the employee may keep the garment at the end of the second year.
  2. The District will determine the garment in collaboration with the Aides' Steward.

**ARTICLE XXIV**  
**WORK BREAKS**

All employees who are scheduled to work consecutive hours shall receive paid work breaks accordingly:

- Two (2) or more hours but less than five (5) = One (1) ten (10) minute break
- Five (5) or more hours but less than six (6) = One (1) fifteen (15) minute break
- Six (6) or more hours but less than seven (7) = Two (2) ten (10) minute breaks
- Seven (7) or more hours = Two (2) fifteen (15) minute breaks and thirty (30) minute paid lunch

**ARTICLE XXV**  
**BUS DRIVERS**

For purposes of this article the following terms shall mean as follows:

- 1.Run - Transporting student(s) from a residence or stop, to school, or from school to a residence or stop within the district or outside the district. This includes transporting student(s) from a residence or stop that is outside the district to a school that is within the Yale district and from that school back to a residence or stop that is not within the Yale School district.
- 2.Trip - Transporting students on any school sponsored function/activity.

- A. Field trips, with estimated times, will be posted by Monday of the week preceding the trip and assigned by Wednesday of the same week. The trip will be awarded to the highest seniority driver who signs with the least amount of accumulated trips, and is capable of performing the trip. In the event overtime will result, the trip will be awarded to incur the least amount of overtime. In the event no one has volunteered to drive a field trip, it will be assigned to a driver who does not have a regular run during that time frame based on least seniority drivers first and the number of previously assigned field trips second.
- B. Drivers who do not choose to drive field trips shall submit a letter to this effect to the transportation supervisor. The letter will not become effective until two weeks after it is signed by the supervisor. If they should change their mind and then decide to take field trips, they shall submit a letter to the supervisor rescinding the original letter, two (2) weeks prior to commencement of taking field trips.
- C. A driver doing a field trip during regularly scheduled route time shall not receive less than the regular rate of pay, if the pay for the field trip is actually less than the pay for those runs which were missed.
- D. When a probationary driver completes his/her probationary period, that employee shall be credited on the trip sheet with the highest number of field trips completed by any non-probationary driver.
- E. Tentative - Any bus driver who, during the week, works in excess of 40 hours or 25 runs including field trips and "tech" shuttles, shall be compensated at the rate of time and one-half for the additional time.
- F. No driver shall drive more than five (5) runs a day on a permanent basis, with the exception of tech shuttles, which may occur.

- G. Drivers will be paid the negotiated rate (show up time – 1.5 hours minimum) if a field trip for which they are scheduled is canceled without one (1) hour notification to the driver and if the driver reports for the trip.
- H. Films and/or programs stressing bus safety shall be presented to all elementary and junior high students during the first semester of the school year. During the first week of school, all bus drivers will review the basic safety rules with the students on their buses.
- I. The School District's rules and regulations for transportation will be enforced by the chaperone and bus driver for all extra-curricular trips. Violations will be reported to the transportation supervisor and the appropriate administrator.
- J. The Employer will compensate bus drivers for attending drivers' school at the full State reimbursement rate if they attend the school set by the Employer. Payments shall be made in the pay period in which the training session is completed, except the drivers attending summer training will be paid at the scheduled rate after school begins for those drivers who resume regular driving assignments for thirty (30) days.
- K. Down time due to mechanical failure of a bus or incidents arising from road conditions while a driver is on a prescribed run will be paid at the layover rate. If the down time prevents a driver from taking a regular run, they shall receive the regular rate for the run in addition to down time.
- L. All worksheets shall be initiated by the transportation supervisor.
- M. Drivers may have the runs bid by proxy providing a written statement identifying the person who bid for the driver, to the bus driver Steward, and the Transportation Supervisor.
- Probationary drivers who reach seniority status may take more runs if they are being performed by a probationary driver.

- N. Drivers will be paid the downtime rate for meetings requested by management. These may include drivers meetings, student disciplinary meetings with parents, court appearances in the course of duties and other necessary meetings. Drivers will be paid downtime for all time required to report, take a drug test and return to the work site. They will be paid mileage at the IRS allowable rate, only when they are required to use their personal vehicle. Payment for time shall be made in the pay period that the meeting or drug testing occurs. Payment for mileage will be paid upon submittal of reimbursement request by employee and upon approval of the Board of Education.
- O. If the starting time for bus runs is delayed due to inclement weather, drivers shall be paid down time during the delay. If school should subsequently be closed that day, down time shall be paid to those drivers who have reported for the amount of time between their scheduled starting time and the time school is canceled.
- P. Summer Bus Field Trips: During the summer vacation period when Yale school buses are used to transport passengers (including non-school function such as 4-H, senior citizens, etc.) the trips shall be driven by members of the bargaining unit only. The drivers shall be selected by seniority starting with the most senior driver and so on down the seniority list until the entire list is exhausted before the most senior driver is offered another trip. The transportation supervisor shall contact the drivers by phone or by mail advising the driver of an available trip and that the driver must respond by the deadline date. If the driver fails to respond by the deadline date, the next senior driver shall be contacted.
- Q. Filling Absences: For absences in excess of one (1) day, qualified bargaining unit drivers will be used on the basis of seniority provided the substituting opportunity does not interfere with the driver's regular schedule or require the payment of overtime. Filling bus driver absences

for regularly scheduled runs will be assigned in accordance with the current practice and procedure for awarding field trips on a rotating seniority basis. In the case of extended absence (long term illness, leave of absence, etc.), for periods in excess of twenty (20) working days, temporary assignments will be awarded on the basis of seniority and qualifications. During the first five (5) days, the employer may use substitutes.

- R. Route books will be updated by drivers done at the bus garage with reasonable cause and approval of the transportation supervisor. Drivers will be compensated at downtime rate of pay.
- S. Bus Drivers will be compensated \$3.00 for filling their busses off-site with a minimum of 20 gallons of fuel. Off-site fueling must be approved by the Transportation Supervisor.
- T. A stipend of \$1.50 per day will be paid to bus drivers with assigned runs for washing their bus until the district can provide an alternate washing system.
- U. Tech shuttles shall be paid at the shuttle rate.
- V. In the event a regular run is cancelled, the driver will be assigned duties consistent with their position.

**ARTICLE XXVI**  
**STUDENT TRANSPORTATION DAILY ACTIVITIES AND FIELD TRIPS**

- A. The transportation of students in the Yale School District, which requires a school district bus and a certified driver, shall be done by a member of the bargaining unit.
- B. Yale bus drivers will normally drive for student field trips, including athletics, however, the Board may use other transportation that is necessary, or more suitable for the purpose or nature of the activity. The Board will notify the Union of these situations in advance. School sponsored groups which normally will be driven by bargaining unit members include:

Football	7-12	Softball	9-12
Wrestling	7-12	Golf	9-12
Basketball	7-12	Cheerleading	7-12
Band or Choir	K-12	SH or JH Yearbook	



Track	7-12	SH or JH Student Council
Tennis	9-12	National Honor Society
Baseball	9-12	Alternative Education
Volleyball	7-12	PACE Program
Cross Country	7-12	Quiz Bowl

**ARTICLE XXVII**  
**ACT OF GOD DAYS**

In the event schools are closed due to inclement weather or other Acts of God, mechanics, custodial, and maintenance personnel shall report for work and shall receive their regular rate of pay. On days Schools are closed due to inclement weather and said days are able to be counted as days of pupil instruction for purposes of state aid, equivalent time will be added to the vacation time of those employees reporting to work.

On days schools are closed due to inclement weather or other Acts of God and are able to be counted as days of pupil instruction for purposes of state aid, bus drivers, aides and media tech need not report and shall receive their regular rate of pay. On those days schools are closed due to inclement weather or other Acts of God, and which are not able to be counted as days of pupil instruction for purposes of state aid, bus drivers and aides shall not report and shall receive no pay.

**ARTICLE XXVIII**  
**MISCELLANEOUS PROVISIONS**

- A. The Employer agrees to pay the cost of all extra schooling and training that is necessary for the mechanics and maintenance staff to meet State certification requirements at no loss of pay to the employee and with the superintendent's approval. The District will pay for the first test. If the employee fails, any required subsequent tests will be at the employee's expense. Failure to certify may result in termination.

- B. Any employee required to use his own automobile in the performance of work for the School District shall receive mileage compensation at the I.R.S. allowable minimum.
- C. When school buildings are used for community activities outside the scope of regular working hours, a custodian will be hired if the Board determines that custodial duties must be performed.
- D. In-Service and Conferences
1. Aides/media techs required to attend an in-service within the District shall be paid their regular hourly rate of pay if the in-service or conference is scheduled outside of the assigned building. Arrangements for conferences out of the District will be predetermined by the administration in collaboration with the aides and media tech.
  2. Aides/ media tech required to attend in-service or conference shall be paid mileage if the in-service or conference is not in their regular assigned building in excess of two miles.
- E. The mail carrier will be provided a vehicle, or will be paid mileage in accordance with section B above at the Employer's option.
- F. Copies of this agreement shall be printed at the mutual expense of the Board and the Union and presented to all employees now employed or hereafter employed by the Board of Education.
- G. All employees will be required to get their medical examinations from physicians named by the Board. The Board will pay for those examinations it requires.
- H. Afternoon shift employees shall receive their paychecks on the Thursday, of the pay week, after 3:00 p.m.

I. Library/media technicians will work a minimum of seven and one-half (7.5) hours per day and may work up to eight (8) hours at the discretion of the principal and will work one week before students and one week after students. Extra hours and days may be required with advance notice and compensation according to the contract.

**ARTICLE XXIX**  
**NON-BARGAINING EMPLOYEES**

During the life of this agreement, the Employer agrees that supervisors, volunteer mothers, students, and all other non-bargaining unit people will not be used to reduce the regularly scheduled work of bargaining unit employees. The Employer, however, reserves the right to provide vocational training for students.

**ARTICLE XXX**  
**NO STRIKES**

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Union agrees that during the term of this agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by an employee or group of employees.

**ARTICLE XXXI**  
**JOB DESCRIPTIONS**

The Employer will provide the bargaining unit with job descriptions.

**ARTICLE XXXII**  
**CONTRACT REVIEW**

The parties do hereby agree that from time to time during the life of this Agreement, the parties will meet to discuss problems and solutions to those problems. Should the parties reach a resolution to any problem, a Letter of Agreement shall be drafted to be ratified by the constituents of the respective parties. Should the letter be ratified by both sides, it shall be considered as a part of this Agreement.

**ARTICLE XXXIII**  
**DURATION OF AGREEMENT**

1. This agreement shall be effective upon ratification by the Union and the Board and shall continue in effect until it expires June 30, 2009.
2. Either party may terminate this Agreement as of June 30, 2009, by giving written notice to the other party on or before April 1, 2009. If neither party shall give notice to terminate this Agreement as provided above, the agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before April 1, on any subsequent anniversary date.

**FOR THE BOARD:**

*Mund Mitchell* 1-11-07  
Board President (date)

*Bobbi Silvestro* 1-12-07  
Negotiations Chairperson (date)

*Frank Johnson* 1-11-07  
Superintendent (date)

**FOR THE UNION:**

*Mitchell R. Landsicht* 1-11-07  
Business Agent (date)

*David E. Fisher* 1-4-07  
Union Steward (date)

*Jessie Brennan* 1-4-07  
Union Steward (date)

*Donna Verbeke* 1-4-07  
Union Steward (date)

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**FOR THE BOARD:**

*Wendy Mitchell* 1-11-07  
Board President (date)

*Bobbi Silvestro* 1-12-07  
Negotiations/Chairperson (date)

*Frank Johnson* 1-11-07  
Superintendent (date)

**FOR THE UNION:**

*Michael R. Landsicht* 1-11-07  
Business Agent (date)

*David S. Fisher* 1-4-07  
Union Steward (date)

*Jessie Brennan* 1-4-07  
Union Steward (date)

*Donna Verbete* 1-4-07  
Union Steward (date)

**ATTACHMENT A**

**MEMORANDUM  
NOTICE TO EMPLOYEES:**

The Yale Board of Education has formally adopted a policy regarding AIDS in the workplace. This policy is available for your information and review in the Office of the Superintendent.

**ATTACHMENT B**

**LETTER OF AGREEMENT**

Re: Pilot Program

On a pilot program for the first semester of 1998-99 the District will provide aides on the Western Area special education bus/busses to Capac. The aide will assist with student management on the bus. The bus driver is responsible for the overall supervision and management on the bus.

At the end of the semester this arrangement, with the aides, will be evaluated to determine its effectiveness and status.

**YALE PUBLIC SCHOOLS**

**TEAMSTERS LOCAL 214**

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**ATTACHMENT C**

**LETTER OF AGREEMENT**

Aides and Media Techs currently receiving health insurance benefits as of 7-01-04\* shall continue to receive health insurance benefits as long as they are working the highest number of hours available to them in their classification. They will lose their right to a health insurance package if their hours fall below their grandfathered rate or they voluntarily choose not to work the highest number of hours available to them.

\*Grandfathered Aides and Media Techs:

Julia Pelt	6 Hours
Diann Mynes	6 Hours
Jenise Brennan	6 Hours
Jane Kavanagh	6 Hours

**YALE PUBLIC SCHOOLS**

**TEAMSTERS LOCAL 214**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



ATTACHMENT D

LETTER OF UNDERSTANDING/AGREEMENT  
For the 2006/2007, 2007/2008, and 2008/09 Contract

ARTICLE III, SECTION 3

The provision of Article III, Section 3, of the Teamster Contract, which was removed by agreement of the parties on June 12, 2006, will be reinstated in the event MCL Section 423.215 is repealed in its entirety, or if MCL Section 423.215 (3) (F) is repealed, but will not have retroactive impact.

ARTICLE XXV, Section 2. S. and W.

The provision of Article XXV, Section 2. S. of the Teamster Contract, which was removed by agreement of the parties on June 28, 2006, will be reinstated in the event special education bussing returns to the district and drivers are still being paid by runs.

The provision of Article XXV, Section 2.W. of the Teamster Contract, which was removed by agreement of the parties on June 28, 2006, will be reinstated in the event special education bussing returns to the district.

Old Language from 2004/05 and 2005/06 Contract Removed from this Contract

Article III, Section 3

The employer agrees that he will not contract or sub-contract with outside concerns for any services which cause the loss of jobs or the layoff of any employees during the life of this agreement.


Article XXV, Section 2 S.

The Western Area Special Education runs which go to Capac or Memphis shall be paid at the value of one and one-half (1 1/2) times the regular run rate. This run shall be entitled to one and one-half (1 1/2) times the per mile rate (ie. as set forth in Wage Schedule for "Over 45 Miles") for all miles in excess of sixty-eight (68). There shall be no additional mileage payment to the run rate until the mileage exceeds sixty-eight (68) miles.

Article XXV, Section 2 W.

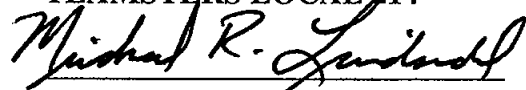
The District will provide for in-service training for Special Education drivers.

YALE PUBLIC SCHOOLS



Date 1-16-07

TEAMSTERS LOCAL 214



Date 1-11-07

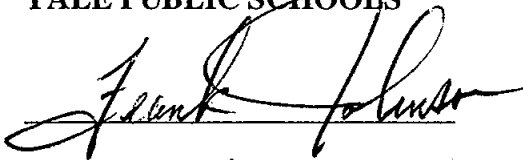
ATTACHMENT E

LETTER OF UNDERSTANDING/AGREEMENT

ARTICLE III. – Fingerprinting Cost

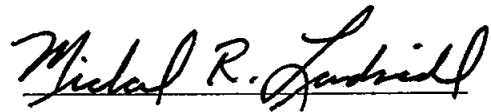
The District agrees to revisit this issue in one year. If payment responsibility winds up with the school district, all employees who have been fingerprinted in the last year (July 1, 2006-July 1, 2007) will be reimbursed at the RESA cost of \$55.00 upon presentation of receipt.

YALE PUBLIC SCHOOLS



Date 1-16-07

TEAMSTERS LOCAL 214



Date 1-11-07

ATTACHMENT F

LETTER OF UNDERSTANDING/AGREEMENT  
Between  
YALE PUBLIC SCHOOLS and TEAMSTERS LOCAL 214

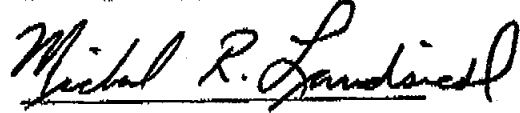
Those employees eligible for health benefits under Article XVI, A.2., will be allowed to participate in either a Health Savings Account (HSA) or a Health Reimbursement Account (HRA), that is provided through a carrier/administrator as chosen and approved by the District. This agreement covers the duration of this contract.

YALE PUBLIC SCHOOLS



Date 1-19-07

TEAMSTERS LOCAL 214



Date 1-23-07

**Outstanding Features**

<b>PREVENTIVE SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Health Maintenance Exam Annual Gynecological Exam Pap Smear Screening Fecal Occult Blood Screening Flexible Sigmoidoscopy Exam† Prostate Specific Antigen (PSA) Screening†	100%, one per calendar year	Not covered
Well-Baby and Child Care	100% 6 visits per year through age 1 2 visits per year age 2 through 3 1 visit per year age 4 through 15	Not covered
Immunizations†	100%, up through age 16	Not covered
Routine Lab Services	100%	Not covered
Routine Mammography	100%, one baseline between ages of 35-40. One per calendar year over age 40.*	80% after deductible, one baseline between ages of 35-40. One per calendar year over age 40.*
<b>HEARING CARE</b>		
Audiometric Exam, Hearing Aid Evaluation and Conformity Test	100% every 36 months	100% every 36 months
Hearing Aids	100% up to scheduled amount every 36 months	100% up to scheduled amount every 36 months
<b>TOLL-FREE 24-HOUR HELPLINES</b>		
Healthy Expectations - Prenatal Information Program	Included	Included
NurseLine - Health Information Helpline	Included	Included

**DEDUCTIBLE AND COPAYMENT  
DOLLAR MAXIMUMS****IN-NETWORK****OUT-OF-NETWORK**

Deductible

None

\$250 individual, \$500 family  
per calendar year**Copayment Dollar Maximums -**Excludes copayments for mental health and substance  
abuse care, private duty nursing, deductible, non-covered  
charges and charges in excess of plan benefits.

None

\$2,000 individual, \$4,000  
family per calendar year**PHYSICIAN OFFICE SERVICES**

Office Visits and Consultations

\$5 copayment

80% after deductible

Outpatient and Home Visits

100%

80% after deductible

**EMERGENCY MEDICAL CARE**

Hospital Emergency Room

\$25 copayment, waived  
if admitted or for accidental  
injury\$25 copayment, waived  
if admitted or for accidental  
injury

Physician's Office

\$5 copayment, waived  
if a medical emergency or  
accidental injury80% after deductible, 100% no  
deductible if a medical emer-  
gency or accidental injury

Urgent Care Visit

\$10 copayment, waived  
if a medical emergency  
or accidental injury80% after deductible, 100% no  
deductible if a medical emer-  
gency or accidental injury

Ambulance Services

100%

100%

**DIAGNOSTIC SERVICES**Laboratory and Pathology Tests  
Diagnostic Tests and X-rays  
Radiation Therapy

100%

80% after deductible

**MATERNITY SERVICES PROVIDED  
BY A PHYSICIAN**Prenatal and Postnatal Care  
Delivery and Nursery Care

100%

80% after deductible

**HOSPITAL CARE**Semi-private Room, Inpatient Physician  
Care, General Nursing Care, Hospital  
Services & Supplies and Chemotherapy

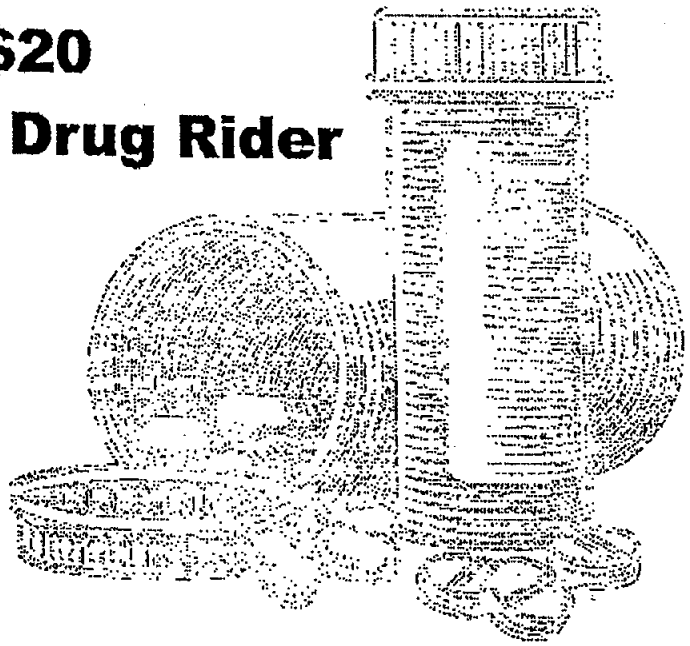
100%

80% after deductible

<b>ALTERNATIVES TO HOSPITAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Skilled Nursing Care	100%, up to 120 days per calendar year*	100%, up to 120 days per calendar year*
Hospice Care	100%, limited to the annual dollar maximum*	100%, limited to the annual dollar maximum*
Home Health Care	100%	100%
<b>SURGICAL SERVICES</b>		
Surgery, including all related surgical services, anesthesia and surgical assistance	100%	80% after deductible
<b>TRANSPLANTS</b>		
Human Organ Transplants	100%, up to \$1 million maximum per transplant*	80% after deductible, up to \$1 million maximum per transplant*
Bone Marrow Transplants	100%	80% after deductible
<b>MENTAL HEALTH AND SUBSTANCE ABUSE CARE</b> (Separate provider network. Preapproval required.)		
Inpatient Care	100%	70% after deductible
Outpatient Care	90%	50% after deductible, 30 visits per calendar year combined maximum
<b>OTHER SERVICES</b>		
Allergy Testing and Therapy	100%	80% after deductible
Chiropractic Services	100%, up to 38 visits per calendar year*	80% after deductible, up to 38 visits per calendar year*
Outpatient Physical, Speech and Occupational Therapy	100%, up to 60 visits per calendar year*	80% after deductible, up to 60 visits per calendar year*
Durable Medical Equipment Prosthetic and Orthotic Appliances	100%	100%
Private Duty Nursing	90%	90%
Medical Case Management	Included	Included
<b>PRESCRIPTION DRUGS</b>		
SEE ATTACHED MESSA \$10/\$20 PRESCRIPTION DRUG RIDER		

NOTE: Percentages based on approved amount, not provider fee.  
 \*Benefit maximums apply to combined in-network and out-of-network services. †Age and frequency restrictions apply.  
 This is a brief overview of the MESSA Choices PPO plan benefits. For detailed information, refer to the MESSA Choices plan coverage booklet.

**MESSA \$10/\$20  
Prescription Drug Rider**



**MESSA**  
[www.messa.org](http://www.messa.org)

# MESSA \$10/\$20 Prescription Drug Rider

The MESSA \$10/\$20 Prescription Drug Rider is made available by a Group Operating Agreement between MESSA and Blue Cross Blue Shield of Michigan (BCBSM).

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

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

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

## Section 1: How to File a Claim

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

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

**Panel Pharmacy**—To obtain your prescription drug or refill from a panel pharmacy or provider:

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

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

**Non-Panel Pharmacy**—To obtain your prescription from a non-panel pharmacy, have the pharmacist give you an itemized statement/receipt, indicating the following information:

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

Send your itemized receipt to MESSA for payment. You will be reimbursed 75 percent of the approved amount, minus your co-payment.

### 1.1 Filing Deadlines

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

If you have any questions regarding your prescription drug claims, please call MESSA Benefits Administration.

## Section 2: Prescription Drug Benefits

### 2.1 Co-Payment

Your co-payment for each covered drug or refill when obtained from a panel or participating pharmacy is:

- \$10 for generic drugs
- \$20 for brand name drugs, including single-source drugs where no generic is available

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



## 2.2 Maximum Allowable Cost (MAC) Drugs - Generic Program

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

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

- The difference between the maximum allowable cost and the BCBSM-approved amount for the brand name drug plus
- Your co-payment

**Exception:** If your prescribing physician requests and receives authorization for a brand name drug from BCBSM's Pharmacy Services Department and writes "Dispense as Written" or "DAW" on the prescription, you pay only your co-payment.

*Note: The difference you pay between the maximum allowable cost and the BCBSM-approved amount is not applied toward your annual co-payment maximum.*

## 2.3 Covered Drugs/Services

We pay for the following items:

- "Rx only" drugs (those requiring a prescription under federal law)
- Compound medications containing at least one "Rx only" drug
- State-controlled drugs
- Injectable insulin
- Needles and syringes for covered injectable drugs, insulin or self-administered chemotherapeutic drugs
- "Rx only" oral, injectable or self-administered contraceptive medications

Payment will be made to retail pharmacies for up to a 34-day supply of a covered drug or refill. Payment will be made to a mail order pharmacy for up to a 90-day supply of a covered drug or refill.

## 2.4 Covered Drugs Obtained from a Participating or Panel Pharmacy

When a participating or panel pharmacy fills a prescription for a covered drug, we will pay the approved amount for the drug, after deducting your co-payment. See *How to File a Claim* in Section 1.

*Note: If the approved amount for a covered drug is less than your co-payment, you pay the approved amount.*

## 2.5 Covered Drugs Obtained from a Non-Panel Pharmacy

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

MESSA will reimburse you 75 percent (100 percent for emergency pharmacy services) of the approved amount for the drug, minus your co-payment.

## 2.6 Mail Order Service

Your co-payment for up to a 34-day supply of a covered drug or refill obtained from a participating or panel mail-order provider is:

- \$10 for generic drugs
- \$20 for brand name drugs, including single-source drugs where no generic is available

Your co-payment for a 35- to 90-day supply of a covered drug or refill obtained from a participating or panel mail-order provider is:

- \$20 for generic drugs
- \$40 for brand name drugs

*Note: Ninety-day supplies are available only from participating or panel mail-order providers.*

When a participating or panel mail-order provider fills a prescription for a covered drug, we will pay the approved amount minus your co-payment for the drug. Payment will be made directly to the mail-order provider.

### **2.7 Co-payment Maximum**

Your annual co-payment maximum for purchases from a participating or panel pharmacy, retail or mail-order is:

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

Once you have met the annual co-payment maximum, no more co-payments will be required for the remainder of the calendar year.

The following do not apply toward your annual out-of-pocket co-payment maximum:

- Covered drugs obtained from a non-participating or non-panel pharmacy
- Amounts that exceed our approved amount for covered drugs or non-panel/non-participating retail sanction amounts
- Prescription drugs obtained from a non-panel/non-participating mail order pharmacy
- Payment for non-covered drugs
- Any reimbursement when the member pays up front

### **Section 3: Exclusions and Limitations**

We will not pay for the following:

- covered drugs obtained from non-participating or non-panel mail-order providers, including Internet providers;
- more than a 90-day mail order supply of a covered drug or refill;
- therapeutic devices or appliances including, but not limited to, hypodermic or disposable needles and syringes when not dispensed with insulin or self-administered chemotherapeutic drugs, support garments, or other non-medical items;
- drugs prescribed for cosmetic purposes;
- the charge for any prescription refill in excess of the number specified by the prescriber or any refill dispensed one year after the prescriber's prescription order;
- any vaccine given solely to resist infectious diseases;
- administration of covered drugs such as injections;
- more than a 34-day retail supply of a covered drug or refill;
- any drug we determine to be experimental or investigational;
- any covered drug entirely consumed at the time and place of the prescription;
- anything other than covered drugs and services;
- any medication that does not require a prescription, except insulin;
- diagnostic agents;
- any drug or device prescribed for "indications" (uses) other than those specifically approved by the Federal Food and Drug Administration (FDA);
- drugs which are not labeled, "Caution: Federal Law prohibits dispensing without a prescription," except for state-controlled drugs;
- covered drugs or services dispensed to a member when such services are benefits under other MESSA/BCBSM certificates;
- drugs or services covered by government sponsored health care programs, such as Medicare or CHAMPUS;
- drugs or services obtained before the effective date of this coverage, or after the coverage ends;
- refills distributed one year or more after the date of the prescription;
- implanted contraceptive medications, such as Norplant.

## Section 4: Additional Plan Information

### 4.1 Experimental Services

Prescription drugs or services which we determine to be experimental or investigational are not covered. Please see the definition in Section 5.

### 4.2 Personal Costs

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

## Section 5: Definitions

Terms used in this plan have the following meanings:

**Approved Amount**—The lower of the billed charge or the sum of the drug cost plus the dispensing fee (and incentive fee, if applicable) for a covered drug or service. The drug cost, dispensing fee and incentive fee are set according to our contracts with pharmacies. The approved amount is not reduced by rebates or other credits received directly or indirectly from the drug manufacturer. Co-payments that may be required of you are subtracted from the approved amount before we make our payment.

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

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

**Co-Payment**—The portion of the approved amount that you must pay for a covered drug or service.

*Note: A separate co-payment is not required for covered disposable needles and syringes when dispensed at the same time as insulin or chemotherapeutic drugs.*

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

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

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

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

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

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

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

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

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

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

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

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

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

**Maximum Allowable Cost (MAC)**—The most BCBSM will pay for certain covered drugs we have identified under the MAC Program.

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

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

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

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

**Panel Pharmacy**—A provider selected by BCBSM to provide covered drugs through the MESSA Preferred Rx program. Panel pharmacies have agreed to accept the approved amount as payment in full for covered drugs or services provided to members.

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

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

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

**Provider**—A pharmacy legally licensed to dispense prescription drugs.

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

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

**Flexible Blue Medical Coverage  
with Flexible Blue Rx Prescription Drugs  
Benefits-at-a-Glance  
Plan 2**

Physician Office Services	IN-NETWORK	OUT-OF-NETWORK
Office Visits	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Outpatient and Home 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
<b>Emergency Medical Care</b>		
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
<b>Diagnostic Services</b>		
Laboratory and Pathology Tests	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
Radiation Therapy	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
<b>Maternity Services Provided by a Physician</b>		
Pre-Natal and Post-Natal Care	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Delivery and Nursery Care	Covered 100% after in-network deductible	Covered - 80% after out-of-network deductible
	Includes care provided by a Certified Nurse Midwife	
	Includes delivery provided by a Certified Nurse Midwife	
<b>Hospital Care</b>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Non-Emergency 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
<b>Alternatives to Hospital Care</b>		
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 participating home health care agency only	
Home Infusion Therapy - medically necessary	Covered - 100% after in-network deductible, by participating providers only	
<b>Surgical Services</b>		
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
<b>Humana Organ Transplants</b>		
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 procedures 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	IN-NETWORK	OUT-OF-NETWORK
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 60 days per calendar year with 120 days lifetime per member	
Outpatient Substance Abuse Treatment - in approved facilities only	Covered - 100% after in-network deductible	Covered - 100% after out-of-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
Chiropractic & Osteopathic Spinal Manipulation	Covered - 100% after in-network deductible	Covered - 80% after out-of-network deductible
Outpatient Physical, Speech and Occupational Therapy Services - provided for rehabilitation	Up to 24 visits per calendar year, subject to applicable cost sharing	
	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	
Durable Medical Equipment	Covered - 100% after in-network deductible	Covered - 100% after in-network deductible
Prosthetic and Orthotic Appliances	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 Rx benefits, including mail order drugs, are subject to the same deductible, copay, out-of-pocket co-pay maximum and lifetime dollar maximum required under your Flexible Blue medical coverage.

<b>Flexible Blue Rx Prescription Drug Plan:</b> <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 Deliver) Prescription Drugs Up to a 90 day supply of prescribed medication by mail from Medco (NO coverage out of Network)</li> </ul>	<b>Network Pharmacy:</b> 100% of approved amount after Flexible Blue medical coverage deductible <b>Non-Network Pharmacy:</b> 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.)
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\*Also included: Coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.

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.

<b>Deductible</b>  Note: Your deductible combines the deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.	\$1,250 for a one person contract or \$2500 for a family contract (2 or more members) each calendar year (no 4 <sup>th</sup> quarter carry-over)	\$2,500 for a one-person contract or \$5000 for a family contract (2 or more members) each calendar year (no 4 <sup>th</sup> quarter carry-over)
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.		

Deductible, Copays and Dollar Maximums, *continued* IN-NETWORK

OUT-OF-NETWORK

	IN-NETWORK	OUT-OF-NETWORK
<b>Copays</b>		
• Fixed Dollar Copays	None	None
• Percent Copays	None	20% of approved amount. Note: services without a PPO network and emergency services are covered at the in-network level.
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	Not Applicable	Not Applicable
• Percent Copays	Not Applicable	\$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) Note: Your copay dollar maximum combines the copay amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.
<b>Dollar Maximums</b>	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.	

PREVENTIVE CARE & MAMMOGRAPHY ALSO INCLUDED: PLEASE SEE PREVENTIVE CARE RIDER PAGE

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 benefits, 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.



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## Flexible Blue<sup>SM</sup> Preventive Care and Mammography Benefits Benefits-at-a-Glance

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 benefits, 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)* <ul style="list-style-type: none"> <li>• 6 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 2 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• 1 visit per birth year, 48 months through age 15</li> </ul>	Not covered
Childhood 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		



DENTAL APPENDIX B  
YALE PUBLIC SCHOOLS  
Dental Benefits Summary

**Basic Services**

Payments at \*80% (No Deductible) for the following services:

- . Examination
- . Cleaning
- . Diagnostic X-Rays
- . Fluoride Treatment (to age 18)
- . Restoration (fillings)
- . Oral Surgery (extractions) and related Anesthesia
- . Endodontics (root canal)
- . Periodontica (scaling and polishing of teeth)

**MAJOR SERVICES**

Payments at \*80% (No Deductible) for the following services:

- . Bridges and Repairs
- . Dentures (full and partial)
- . Crowns and Inlays

Annual Maximum is \$1,500 per person, per calendar year for the combined basic and major services.

**ORTHODONTIC SERVICES**

Payments at \*60% (No Deductible):

- . Lifetime Maximum For Dependents to Age 19 - \$1,500

\*Reasonable and Customary Charge

Benefit Year January 1 through December 31

VISON APPENDIX C  
**YALE PUBLIC SCHOOLS**  
Vision Benefits Summary

**BENEFITS:**

Examination	Paid at 100% One Time Every 12 Months
Regular Lenses	Paid at 100% One Time Every 12 Months
Bifocal Lenses	\$100.00 One Time Every 12 Months
Trifocal Lenses	\$104.00 One Time Every 12 Months
Lenticular Lenses	\$122.00 One Time Every 12 Months
Frames	\$ 80.00 One Time Every 12 Months
Contact Lenses (necessary)	\$178.00 One Time Every 12 Months
Contact Lenses (elective)	\$115.00 One Time Every 12 Months

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Examinations, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) will be provided once in a 12-month policy year (July 1 through June 30 of the following year) for each eligible member of the family. Please note that the contact lenses allowance does not include the examination fee.

YALE PUBLIC SCHOOLS

WAGE SCHEDULE

	<b>Per Hour</b>	<b>Per Hour</b>	<b>Per Hour</b>
	7/1/06-07	7/1/07-08	7/1/08-09
<b>BUS DRIVERS</b>			
Trainee	\$7.83	\$7.83	\$7.83
Trainer	Regular	Hrly Rate	
First 90 Days	\$8.50	\$8.50	\$8.50
First 90 Days (If subbed 90+ days)	\$9.83	\$9.83	\$9.83
90 Days to 2 yrs.	\$11.74	\$11.98	\$12.22
2 yrs. to 5 yrs.	\$11.81	\$12.05	\$12.29
5 yrs. to 10 yrs.	\$11.89	\$12.13	\$12.37
10 yrs. to 15 yrs.	\$11.97	\$12.21	\$12.45
15 yrs. to 20 yrs.	\$12.07	\$12.31	\$12.56
20 yrs. to 25 yrs.	\$12.17	\$12.41	\$12.66
25 yrs and above	\$12.27	\$12.52	\$12.77
<b>MECHANICS</b>			
First 90 Days	\$10.61	\$10.61	\$10.61
After 90 Days	\$17.38	\$17.64	\$17.91
<b>NON-INSTRUCTIONAL AIDES</b>			
First 90 Days	\$6.95	\$7.15	\$7.40
After 90 Days	\$10.32	\$10.53	\$10.74
New Hires ©	\$6.95	\$7.15	\$7.40
New hires after 90 days ©	\$8.38	\$8.55	\$8.72
<b>INSTRUCTIONAL AIDES</b>			
First 90 Days	\$6.95	\$6.95	\$6.95
After 90 Days	\$11.05	\$11.27	\$11.49
<b>LIBRARY/MEDIA CENTER TECH</b>			
First 90 Days			
After 90 Days	\$14.36	\$14.65	\$14.94
<b>CUSTODIANS</b>			
First 90 Days	\$9.35	\$9.35	\$9.35
After 90 Days	\$13.95	\$14.16	\$14.37

YALE PUBLIC SCHOOLS  
WAGE SCHEDULE

	7/1/06-07	7/1/07-08	7/1/08-09
<b>HEAD CUSTODIANS</b>			
After 90 Days	\$14.26	\$14.47	\$14.69
 <b>MAINTENANCE I</b>			
First 90 Days	\$9.35	\$9.35	\$9.35
After 90 Days	\$13.95	\$14.16	\$14.37
 <b>MAINTENANCE II</b>			
First 90 Days	\$10.97	\$10.97	\$10.97
After 90 Days	\$16.64	\$16.89	\$17.15
 <b>MAINTENANCE III</b>			
First 90 Days	\$12.50	\$12.50	\$12.50
After 90 Days	\$19.12	\$19.41	\$19.70

Notes:

- (a) Meal reimbursement with receipt.
- (b) Driver to receive the full State reimbursable rate.
- (c) New Hire Date: November 19, 1998.
- (d) Maintenance Level III will remove snow from building parking lots with snow removal equipment to facilitate normal school operations.  
  
 When Maintenance Level III is working overtime removing snow, overtime pay will be compensated using the pay rate established for Maintenance Level II.  
 When snow removal is performed during regular work hours by Maintenance Level III, he/she will be paid at the Maintenance Level III wage schedule.  
  
 Maintenance Level III wage schedule will be paid for all other work performed by Maintenance Level III employees.
- (e) Based on individual's position in step range.
- (f) Any employee, after serving the probationary period within the classification in which he/she is subbing, shall receive the after the 90 day rate.
- (g) Full-time mechanic and maintenance personnel who work the second shift shall receive a \$0.25 per hour shift premium.