



MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
18530 Prospect Street
Melvindale, Michigan 48122-1596

**NON-TEACHING
COLLECTIVE BARGAINING CONTRACT**

2006-07
2007-08
2008-09

Between

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

And

**MICHIGAN EDUCATION ASSOCIATION (MEA)
NON-TEACHING UNION**

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MEA
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CONTRACT BETWEEN THE MELVINDALE-NORTHERN ALLEN PARK PUBLIC
SCHOOLS AND MICHIGAN EDUCATION ASSOCIATION

PREAMBLE

This contract, between the Melvindale-Northern Allen Park Public Schools, hereinafter referred to as the Board, and the Michigan Education Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RETENTION OF MANAGEMENT RIGHTS

This agreement is not intended to abrogate the statutory powers of the Board to make reasonable rules and regulations, to manage, and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, subject however to any limitations to any such powers imposed by this agreement.

ARTICLE II - RECOGNITION

The Board recognizes the Union as the sole and exclusive Bargaining Agent of all non-teaching employees, except Aides, and except Supervisors, as defined in Act 379, Michigan Public Acts of 1965, As Amended, for the purpose of establishing wages, rates, hours of work and other conditions of employment.

ARTICLE III - UNION SECURITY

Section 1

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Section 2

The Board will notify the Association President in writing within two (2) days of a Board resolution hiring a new employee in the bargaining unit.

Section 3

Pursuant to Chicago Teachers Union vs. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections in Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Section 4

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlines in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

Section 5

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance...), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formerly known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.

Section 6

Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the Payment of non-payment of the representation Service Fee by the non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

Section 7

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- B) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with the Article III, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE IV - SENIORITY

Section 1

Seniority will be on a school district basis, will be defined as an employee's length of continuous service with the School District, since his/her last hiring date, and will commence after ninety (90) days of employment and be retroactive to the day the employee commences work. A temporary or substitute employee will not obtain or accrue seniority. Seniority commences with employment by Board motion. If two or more employees are hired on the same day, seniority commences with employment by Board motion. Except for clerical, skilled maintenance and head cooks, in the event of layoff, seniority preference will be granted to the Local Union President and Chief Steward in that order **for that period of time they hold office.**

Section 2

Seniority will not be affected by the race, sex, marital status, color, religious creed, age, ancestry or national origin of the employee. The seniority list on the date of this contract will indicate the name and job title of each employee in the bargaining unit entitled to seniority. The Board will keep the seniority list up-to-date and will provide the local Union with an up-to-date copy at least every six (6) months.

Section 3

- A. The Board will be notified seven (7) calendar days in advance by an employee voluntarily terminating his/her employment. Failure of the employee to notify the Board may result in a loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give such notice.
- B. All seniority will be lost and the employee will be considered to have quit when an employee is absent for three consecutive working days without notifying the immediate supervisor. This will not be construed a permissive right for an employee to voluntarily absent himself/herself from employment. An employee is required to give immediate notice to their immediate supervisor (Clerical Supervisor, Cafeteria supervisor or Maintenance Supervisor) or designee of any intent to absent himself/herself from work except in case of emergency such as serious illness, death or accident to the employee or his/her immediate family.
- C. Over-extending a leave of absence, sick leave or over-extending a lay-off for more than five (5) days following a written request that the employee return to work, may result in loss of seniority. If the employee notifies the Board in writing within the five (5) days that the employee will return within five (5) additional days, and the employee does return accordingly, there will be no loss of seniority. (An employee will give notice as promptly as circumstances permit, as to when employee will return to work, and the Board will not be obligated to put employee to work on the day employee reports without such notice.)
- D. When an employee has been laid off their seniority shall be frozen for a continuous period of time, equal to the employee's seniority in the District accumulated to the date of lay-off, at which time loss of seniority shall result.
- E. When an employee has been on long-term disability for 100 days, their seniority will be frozen from that point until they return to work.

ARTICLE V - STEWARDS AND UNION REPRESENTATION

Section 1

The employees in each group classification will be represented by one Steward on each shift who will be a regular employee working in that group classification and on that shift.

Section 2

The group classifications are as follows:

For Steward Representation

- A. Maintenance, Hall Monitors, Operations, Library Aides and Transportation
- B. Clerical
- C. Cafeteria

For Posting and Bidding

- A. Skilled Maintenance
- B. Hall Monitors
- C. Operations
- D. Transportation
- E. Clerical
- F. Cafeteria
- G. Library Aides

Section 3

During an overtime period, an alternate Steward may be appointed by the President of the Union.

ARTICLE VI - GRIEVANCE AND GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a violation of any portion of this contract. A grievance may be filed by the Union representative or an employee, or group thereof, whose name or names will be listed in any written grievance filed. The grievance procedure has time limits for each given step and at any time the time limits are violated in any step by either party the grievance will be deemed lost by the violating party. Time limits may be extended by mutual agreement between both parties.

The statement of grievance will state the facts of the grievance, identify all provisions of the contract violated, indicate the relief requested, and be signed by the Union and employee.

Any individual employee, at any time may present a grievance and have a grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Collective Bargaining Contract. A copy of the grievance disposition will be given to the grievant and also to the Union.

Section 2

- A. Step 1. Within five (5) working days, (counted as days when the aggrieved person is actually on the job), following the act or condition, or discovery of the act or condition (Teacher Contract definition of discovery) which is a basis of a grievance, an employee must present the written grievance to his/her immediate supervisor. An employee may request the presence of a Steward, or in his/her absence, chief Steward, at any stage of the Grievance Procedure. Within three (3) days after presentation of a grievance, the immediate supervisor will give their answer in writing to the employee and the Union a written explanation for reason of denial.
- B. Step 2. Within five (5) working days of the written answer from the immediate supervisor, the Union may request, in writing, a meeting with the Superintendent or designee. The Superintendent or his/her designee will meet with the Union within seven (7) working days after receipt of the request and answer the grievance in writing within five (5) working days of the meeting, unless a longer time is mutually agreed upon by the Union and the Superintendent.

An employee or the Union may request, in writing, a Board hearing upon receiving a written answer from the Superintendent only if the issue involves loss of contractual pay for disciplinary reasons; or disciplinary action that requires a Board hearing for contractual or statutory reasons.

The Board meeting, if requested, will be held within thirty (30) days of receipt of such a request. The Board will deliver its answer in writing to the grievant within ten (10) days of the conclusion of the hearing.

- C. If the Union is not satisfied with the disposition of the grievance by the Board at its hearing as described above, or if no disposition has been made within the period above provided, the grievance may be submitted to the arbitration before an impartial arbitrator. Written notice of intent to arbitrate shall be given to the Board within sixty (60) working days after Board's action. Arbitration shall be conducted under the jurisdiction and rules of the American Arbitration Association. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 3

The Board will not be required to pay wages for more than five (5) days prior to the day the grievance was presented in accordance with the grievance procedure.

Section 4

Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within two (2) days, will be deemed abandoned. Time limits may be extended by the Board and the employee, in writing, and if so, the new time will prevail. If the Superintendent or the Board does not respond to a grievance within the time specified, the grievance will be granted.

ARTICLE VII - EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS

Section 1 - Job Descriptions

The job descriptions, while not part of the negotiated contract, will be included in printed form as supplemental information.

Said job descriptions shall include title of job, reports to, job goal, performance responsibilities and job locator number.

These job descriptions shall also include reasonable qualifications required of the job, evaluation and other terms of employment as provided by the contract.

In establishing or updating job descriptions, management will meet with the Union to discuss such proposed changes.

Section 2 - Full-Time, 52-Week Employees

A full-time, 12-month employee is defined as one who is employed twelve (12) months or fifty-two (52) weeks per calendar year.

- A. The employee will work an 8-hour day.
- B. The work week will be five (5) days, forty (40) hours a week.
- C. The employee will work on days when school is not in session, except for legal holidays.
- D. Summer hours will be mutually agreed upon by the Union and the School District Administration. If an agreement cannot be made, the summer hours will be 7:30 am to 3:30 pm.

Section 3 - Full-Time, Less-than-52-Week Employees

A full-time, less-than-52 week employee is defined as an employee who is employed less than 52 weeks per school year.

- A. The work day will consist of 8 hours.
- B. The work week will consist of 40 hours.
- C. Less than 52 weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. If a 10-10½ month employee works the 12 months they will receive regular full-time benefits.
- E. The work week is Sunday through Saturday.

Section 4 - Permanent Part-Time Employees

A permanent part-time employee is defined as one on the permanent payroll who, because of the work schedule, works less than a full day, such as hall monitors, cafeteria worker, transportation, clerical, library aides, and operational.

- A. The employee will work on a straight hourly basis in accordance with the pay schedule.
- B. All new part-time hired employees whose contractual work load is three (3) hours or less will not have any bidding rights outside of their present pay classification. Any switching of classification by the above named individuals will be determined solely by the Board based on qualifications and experience.

- C. Only an employee grandfathered as of February 1993 will be given first consideration for advancement to full-time employment (subject to the provisions outlined in Article XIX, Section 3.)
- D. Current employees will receive CTO, holiday and vacation pay on a prorated basis. Employees hired after the ratification of this contract and awarded a position with less than four (4) hours per day will receive CTO and holiday pay on a prorated basis.
- E. Beginning the day on which a permanent employee works in a higher paying classification, the employee will receive the next higher rate of pay above the step in their regular classification for all time worked in a higher paying classification.
- F. Any extra run that continues a schedule will be paid at straight time. On any bus run over their regular schedule, a minimum of one hour will be paid with management having the right to assign work within classification for whatever time not used on the actual run, to one hour.

A permanent part-time bus driver will have priority over a substitute driver for hours beyond his/her regular scheduled hours. Management retains the right to assign all extra hours for bus runs.

If a bus driver does not accept an assignment, the bus driver with the next fewest number of extra hours to his/her credit will be offered the assignment. The least senior in this classification must accept the assignment.

- G. An employee will accumulate seniority on the basis of straight time established for the job for which he/she is entitled to compensation. If the employee goes to full-time status, the seniority acquired as a permanent part-time employee will be prorated on the basis of one day's seniority for each eight (8) hours work, to determine the amount of full-time seniority possessed as of the date full-time status is acquired.
- H. When the Strong Middle School afternoon bus run, which is the middle run (between the High School and Elementary runs), is moved because of an early dismissal situation, the drivers will be kept on the job at regular pay during the regular run times.

Section 5 - Substitute Employees

This group is not within the bargaining unit. An employee in this group may be a substitute for maintenance, transportation, clerical and cafeteria employees. An additional worker employed during the summer is included in this group.

ARTICLE VIII - WORK SCHEDULE, OVERTIME AND EXTRA HOURS

Section 1 - Regular Hours

- A. A regular full-time employee will be scheduled to work a regular shift, and each shift will have a regular starting and quitting time. A work schedule showing the employee shift, work days, and hours will be posted on bulletin boards.

Due to the unusual job requirements and the past practice between the parties that has been followed over the years, the groundsman's work day will be eight (8) consecutive hours within a twenty-four (24) hour period starting with the same time they are assigned to report to work either day shift or afternoon shift.

- B. Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position at the employee's current step (highest rate) (this pertains to employees working out of classification, and to permanent part-time employees).

No supervision, certified personnel, parent, etc., shall assume regular duties of a bargaining unit employee if it results in the replacement or displacement of any bargaining unit employee nor shall they be used to work during a period of layoff.

Section 2 - Work Day

Eight (8) consecutive hours including a thirty (30) minute paid lunch period for all full-time employees within a twenty-hour (24) hour period, will constitute a regular shift, except for emergencies or unusual job requirements.

Any employee required to remain on the school premises during their lunch period shall receive pay for same.

Section 3 - Work Week

The work week will be Sunday through Saturday, inclusive.

Section 4 - Overtime pay and Hours

- A. A full-time employee will receive time and one-half (1½) his/her regular hourly rate of pay for all work over forty (40) hours per week.
- B. A full-time employee will be paid double his/her regular hourly rate for work performed on a holiday, and for work performed on a Sunday for other than school sponsored activities.
- C. Weekend and holiday building inspection will be paid at the rate of time and one-half.
- D. Overtime in excess of both hourly and weekly limits will not be compensated more than once as overtime.
- E. An employee in one group classification will not be called to perform work in another group classification in order to avoid paying overtime; however, they may be used after it has been offered to all employees in the group classification.
- F. Notwithstanding anything herein to the contrary, all unit members will be paid \$9.00 per hour for "sitting time" when transporting students to field trips, including athletic trips, during the time that the driver is not actually driving. All drivers will remain with their buses during the field trips. Drivers will be guaranteed two (2) hours minimum driving time for field trips. For Saturday and Sunday field trips, including athletic trips, the driver will be paid two (2) hours at their current hourly rate for two (2) to four (4) hours of "on call" time, three (3) hours at their current hourly rate for over four (4) to eight (8) hours of "on call" time and four (4) hours at their current hourly rate for over eight (8) hours of "on call" time. To be eligible for this "on call" time, the driver must work the entire run for that day.

Section 5 - Call-In Time

The following provisions are provided for an employee called back to work on weekends, holidays, and for emergencies, excluding building inspectors. Hours for building check will be one (1) hour for each building check at the rate of time and one-half. Failure and neglect to arm the building Security System may result in disciplinary action.

- A. A full-time employee will be paid a minimum of two (2) hours at time and one-half or may request two (2) hours of compensatory time at time and one-half for weekends and emergencies, and double time for holidays except as stated in this agreement. Request for compensatory time must be at least 48 hours in advance. Employees may accumulate compensatory time until the end of the school year, but must notify the Assistant Superintendent of Business Services no later than June 15 to be paid for the accumulated compensatory time. All compensatory time must be used by August 1.
- B. A permanent part-time employee will be paid a minimum of two (2) hours for work on weekends and emergencies. If the employee has met the forty hours per week requirement, they will be paid at time and one-half and double time for holidays except as herein stated in this agreement.

Section 6 - Extra Hours

Hours before and after the regular assigned hours in all classifications are considered extra hours. When the regular assignment plus the extra hours exceeds 40 hours in one week, the hours over 40 will be paid at time and a half. Extra hours beyond the regular daily assignment will be rotated within each building.

- A. The Chief Stewart and a Board Representative will meet semi-annually to review rotated hours in accordance with the provisions of this contract.

Clarification:

- 1. In the case of any custodial absence the first people, if a sub is not available, will be the groundsmen.
 - 2. In the case of a night-shift absence, the groundsmen shall be given a 24-hour notice.
 - 3. If a day-time absence is involved, the groundsmen may be assigned directly.
 - 4. After the above are exhausted, the other custodial employees in each building will have the first right to work.
 - 5. All other custodial employees will be called in order of the extra time they have worked in inverse order.
 - 6. In the case of a new employee, he/she will start at the top as far as extra hours are concerned.
- B. Extra hours in central office will be filled by the regular person working in that position. When he/she is not available to work, it will be assigned to the next qualified person.
 - C. For bus drivers and bus aides, all extra hours following the normal school year to be assigned by seniority and rotated in two (2) week increments.

Section 7 - Work at Employees Option

For the purpose of this Article, time not worked because the employee does not choose to work will be charged against such employee to the extent of the number of extra hours worked during that period.

Section 8 - Absence Notification

Employees calling in to report their expected absence shall not be required to give a detail explanation other than to identify the type of absence. Employees must call in at least one (1) hour prior to their scheduled start time to report an absence. Exceptions shall be granted to the one (1) hour notification rule in the case of emergency or circumstances beyond the employee's control.

ARTICLE IX - WAGE SCHEDULE

An employee will be compensated in accordance with the wage schedule in this contract. Newly hired employees will be compensated in accordance with the wage schedule for New Hires in this contract. When any position not listed on the wage schedule is established by the Board, the Board will designate the classification. Rate of pay, hours of work, and work conditions of a new classification and changes in rate of pay, hours of work and work conditions of an existing classification, are subject to negotiations.

ARTICLE X - PAID HOLIDAYS

Section 1 – Paid Holidays

- A. If a holiday falls on Saturday, holiday will be celebrated on the preceding Friday. If a holiday falls on Sunday, with the exception of Christmas Eve or New Year's Eve, it will be celebrated on the following Monday. If Christmas Eve and New Year's Eve fall on Sunday, the employee will receive an additional holiday or extra pay at the option of the employer.
- B. An employee will be paid for regular holidays occurring during the work week, if the day before and the day after have been worked, or if a CTO, vacation or sick day is used. If an employee is required to work, he/she will be paid at the rate of double time for the time worked.
- C. The holidays will be on a prorated basis based upon the number of hours of employment required by the job classification. Permanent part-time employees who work twelve (12) months will receive the same paid holidays as twelve months full-time employees, but on a prorated basis. An employee requested to work during Christmas, Easter and/or the summer break will receive the paid holidays that fall within this period.
- D. It is agreed that if any scheduled holiday days conflict with the need of the District to have employees present, the District and the Union will mutually resolve the conflict so that the educational program is not impacted. In any case, employees will receive the same number of paid holidays.

Section 2 - Paid Holidays for Full-Time, 12-Month Employees

New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th
Christmas
December 26th when Christmas falls on Thursday
December 31st
Good Friday
Easter Monday
Winter Break (2 days)

Section 3 - Paid Holidays for Full-Time, Less-Than-52-Week Employees

Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31st
Christmas Day or New Year's Day
December 26th when Christmas falls on Thursday
Good Friday
Winter Break (2 days)

Section 4 - Paid Holidays for Permanent Part-Time Employees

Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31st
Christmas Day or New Year's Day
December 26 when Christmas falls on Thursday
Good Friday
Winter Break (2 days)

- A. Current employees will receive CTO, holiday and vacation pay on a prorated basis. Employees hired after the ratification of this contract and awarded a position with less than four (4) hours per day will receive CTO and holiday pay on a prorated basis.

ARTICLE XI – INSURANCE

Eligibility for Hospitalization, Prescription, Dental & Optical Insurance:

Employees hired for four (4) hours and up, their spouse, dependent children to the end of the year in which they turn 19 and dependent full-time college students to age 25.

Section 1 – Hospitalization and Prescription Insurance

(Pro-rated for employees hired for four (4) hours and up)

- A. 1. Except as limited below, the Board will provide fully paid Blue Cross – Blue Shield hospitalization and medical insurance, PharmaCare Prescription coverage with \$10.00 deductible, DCCR-Dependent Child Rider to age 25, XL-Member Liability X-rays and RPS-Pap Smear for full-time employees hired prior to the ratification of this contract for the duration of this contract. (See Community Blue PPO and HAP benefit summaries attached in Appendix C & D and Part E below.)
 2. The Board may provide an HMO with equivalent or better coverage as an employee option.
- B. A permanent part-time employee (four (4) hours up to, but not including eight (8) hours per day) will receive a prorated share of benefits prorated on an eight hour day.
- C. The Board will make no direct payment to any other insurance carrier, except as authorized above, for hospitalization.
- D. In the event a permanent full-time employee elects to waive coverage under the District's health care plan, she/he shall be compensated at a rate of six hundred dollars (\$600.00) per contract year, payable the first check in November. This shall be known as "Coverage Waiver Compensation" (Cash in lieu of health and prescription insurance.) To be eligible to receive this payment, the employee must show proof of coverage under an alternate plan. If the employee loses coverage (for example, by the death of spouse, or if spouse loses his/her job), the employee shall be eligible to re-enroll under the District's health care plan by reimbursing the District one-twelfth (1/12) of the buyout per month left in the contractual year of coverage, subject to the approval of the insurance carrier. The employee must show proof of a loss of coverage.
- E. Any other provision of this agreement notwithstanding, all employees hired on and after March 22, 2004 shall be liable for a portion of the premium payment for their hospitalization and medical insurance and prescription coverage. For the duration of this agreement and until changed by the parties; an eight (8) hour per day (full-time) employee will pay five percent (5%) of the total cost of their hospitalization and medical insurance and prescription coverage, to the maximum of \$62.50 per month. A part-time employee (four (4) hours up to, but not including eight (8) hours per day) will pay only the pro-rated amount they are currently required to pay. All payments will be made through payroll deduction.
- F. Any MEA member must select the waiver coverage as stated in Article XI, Section 1, D, if their spouse is employed by the district and is receiving insurance coverage through the school district.

Section 2 - Full Dental Insurance Plan

(Prorated for employees hired for four (4) hours and up)

The Board will provide fully-paid dental insurance. One hundred percent (100%) of treatment cost for Preventative and Basic Services (Class I and II) and eighty percent (80%) of treatment costs paid by Carrier on Major Services (Class III), with a \$1,000 maximum per contract year on Class III benefits. Fifty percent (50%) of treatment costs paid by Carrier on Orthodontics (Class IV), with a \$1,500 lifetime maximum for employees and dependents up to age 19. (See Appendix B for definitions of Preventative and Basic, Major Services and Orthodontics).

**Section 3 - Optical Plan
(Prorated for four (4) hours and up)**

Benefits are once every 24 months with minimum coverage as follows:

Examination:	\$32.00
Regular Lenses:	\$42.00
Bifocal Lenses:	\$48.00
Trifocal Lenses:	\$60.00
Lenticular Lenses:	\$72.00
Contact Lenses:	\$100.00
Frames:	\$18.00

(See Appendix E for Vision Plan Summary)

Section 4 - Group Life Insurance

- A. The Board will provide Group Life Insurance, Accidental Death and Dismemberment coverage on the following basis:

Hours of Employment Per Day	Amount of Group Life and Accidental Death and Dismemberment
7 hours or more	\$30,000
4 hours through 7 hours	\$25,000
Over 2 hours and under 4 hours	\$10,000

- B. A new permanent employee will be covered as of the first of the month following the date of hire. A beneficiary form must be completed and signed prior to the effective date of coverage.

Section 5 – Long-Term Disability

The Board shall provide, at no cost to the employee or bargaining agent, a policy which will guarantee an employee who is unable to perform his/her duties because of illness or conditions physical or mental (excluding the following conditions of Appendix A).

The employee is responsible to use leave days (CTO, vacation and/or Sick days/hours) to be paid through the first forty-five (45) calendar days of the illness. If the employee does not have leave days to use, these days will be unpaid (docked). On the forty-sixth (46th) calendar day of illness the insurance program will start and continue payments, according to the specifications of the policy, providing the employee provides a statement from the doctor stating the illness and that the employee is unable to perform one hundred percent (100%) of his/her duties.

The coverage and benefits of Appendix A will remain the same; the benefits are of the minimum allowed by the contract and only an increase of benefits will be accepted. All other procedures, definitions and requirements will not be changed or altered. All future policies cannot deviate from the specifications detailed in Appendix A. The carrier will be the sole decision of the Board providing the Union has the guaranteed right to eliminate or refuse any carrier which does not meet all specifications in Appendix A before Board adoption of carrier.

- A. An employee receiving benefits from the insurance company will be considered on sick leave for the length of the disability and will be deemed to be on continued employment for the purpose of computing all benefits except as herein stated. When the employee goes on disability, the position must be posted after sixty (60) calendar days on a temporary basis.

When a permanent employee returns, the employee is guaranteed their former position until the disability exceeds two (2) years and then the returning employee would have to go to a position to which his/her qualifications and seniority allow. After the employee is on disability two (2) years or retires, the position will then become permanent to the employee who received it through temporary posting. Those who were previously grandfathered will continue to be grandfathered.

- B. Any forms filled out by the employee in order to collect benefits from the company, or any other processes or procedures required by the insurer, will not be used by the Board or its agents to negate or modify any of the employee's contractual or statutory rights with the Board of Education, other than those financial rights replaced by the policy. It will be clear that such requirements are being followed for financial benefits only.
- C. Upon exhaustion of all CTO, vacation and Sick time, the Board shall continue to pay the premium for health and life insurance for two (2) months following an employee's disability. The employee will be able to continue healthcare and prescription coverage and life insurance at group rates beyond the two (2) months, provided he/she makes the payment at their own expense. A Family Medical Leave shall be started on the forty-sixth (46th) calendar day (start of the insurance program) and run concurrently with the LTD insurance to allow the employee to keep all insurance coverage up to 12 weeks within a school year.

Failure of the carrier to meet the provisions of this contract will result in the Board and the Union initiating appropriate legal action to protect this provision of the contract. Cost to be shared equally.

The Board will not pick-up income tax on vouchers paid by any insurance carriers.

Seniority will continue to accrue for the first one hundred (100) days of a qualified disability after which it will be frozen.

ARTICLE XII - WORKER'S COMPENSATION, INJURY AND ILLNESS

Section 1

An employee sustaining any injury arising out of and in the course of employment by the Board will be compensated in accordance with the provisions of the Michigan Worker's Compensation Act. Further, the Board will pay to the employee a sum which, inclusive of Worker's Compensation and other disability benefits, will total not to exceed 80% of the employee's regular wage while the employee is unable to return to work, for not to exceed one calendar year. Thereafter, sick days may be used.

Section 2

When an employee is able to return to work, he/she will be reinstated in his/her former or a comparable position. If the employee is unable to perform the work, a special conference will be held between the Union and the Board for the purpose of determining if the employee is able to perform other work in a different job classification. If the Union and the Board are unable to agree, the Board's decision will be final.

Section 3

Before returning to work after an operation, serious injury or serious illness, the employee must present to the Board's Central Office a statement from a medical doctor stating that the employee has satisfactorily recovered and is able to return to work.

Section 4

In the event of a dispute involving an employee's ability to perform his/her work on his/her return to work from a lay-off or leave of absence of any kind, the Board's doctor and the employee's doctor will agree upon a third doctor who will submit a written report to the Board and the employee. The decision of such a third doctor will be binding on both parties. The expense of the third doctor will be shared equally by the Board and the Union.

ARTICLE XIII - LONGEVITY AND SEVERANCE PAY

Section 1 - Longevity

For a permanent full-time employee, longevity will be made in one lump sum at the end of each year prior to June 30th.

9 years	\$200
10	\$225
11	\$250
12	\$275
13	\$300
14	\$350
15	\$375
16	\$425
17	\$500
18	\$550
19	\$575
20	\$700
21	\$725
22	\$800
23	\$875
24	\$950
25	\$1200

Any employee eligible for longevity pay will be deemed to have earned a year's longevity by March 31, in any fiscal year. Any employee severing employment with the school district after March 31 will be paid a full year longevity. Any employee severing employment with the Board on or before March 31, will not be eligible for any longevity pay for that year.

Section 2 - Severance pay

All employees hired prior to June 30, 1990 will have the option to receive a one-time buyout for all hours accumulated in the twenty-nine (29) day Disability Bank to eliminate this provision. This buyout will be at one half (.50) of their June 30, 2006 hourly rate. If the employee does not choose the buyout, these hours will be transferred to the Sick Bank (see Article XV). All other employees not eligible for severance pay will have their accrued days/hours transferred to the Sick Bank.

There will be no severance paid for any of the Carry Over twenty (20) days or one hundred sixty (160) hours. All employees that have days/hours accumulated in the Carry Over Bank shall have these days/hours transferred to the Sick Bank.

ARTICLE XIV - VACATIONS

Section 1

A. The vacation plan for the full-time, 12-month employees will be as follows for Tier I employees:

After 1 year through 6 years	10 days
7 years through 10 years	15 days
11 through 19 years	20 days
20 + years	25 days

The vacation plan for the full-time, 12-month employees will be as follows for Tier II employees (hired after July 1, 1999):

After 1 year through 4 years	5 days
5 years through 10 years	10 days
11 years and more	15 days

B. The amount of vacation to which an employee is entitled will be determined as of July 1st of each year. An employee will submit their vacation request in writing at least three (3) weeks in advance of the requested time off to their immediate supervisor. The supervisor will post the status of a vacation request no later than two (2) weeks after the request is submitted.

1. Employees going from a part-time to a full-time position will have their vacation time prorated from July 1st of each year.

C. Regular vacation is during the fiscal school year. For the custodial, skilled maintenance and groundsmen the calendar year will consist of fifty (50) weeks. No vacation time will be approved for the week after school closing or the week before school opening.

No more than 3% of the employees will be permitted to take vacation when school is in session.

Section 2

A. Vacation days for full-time, less-than-52-week Tier I employees:

After 1 year through 9 years	8 days
To be taken:	3 days at Christmas 5 days at Easter
10 years through 15 years	13 days
To be taken:	5 days at Christmas 5 days at Easter 3 days that can be used during school year by arrangement with immediate supervisor or carried over to the Sick Bank
16 years on up	14 days
	5 days at Christmas 5 days at Easter 4 days that can be used during school year by arrangement with immediate supervisor or carried over to the Sick Bank

Vacation days for full-time, less-than-52-week Tier II employees (hired after July 1, 1999):

After 1 year through 4 years To be taken	5 days 3 days at Christmas 2 days at Easter
5 years through 10 years To be taken	7 days 4 days at Christmas 3 days at Easter
11 years and more To be taken	10 days 5 days at Christmas 5 days at Easter

B. The amount of vacation to which an employee is entitled will be determined as of July 1st of each year.

1. Employees going from a part-time to full-time position will have their vacation based from their equated date.

Section 3

Unused vacation days may be carried over from one contract year to the next contract year to be entered into the Sick Bank (See Article XV, Section 2, Part A.) If vacation days are given for a holiday (See Section 2 of this Article), a request to be unpaid for that holiday will not be granted.

Article XV - LEAVE OF ABSENCE, COMPENSATED TIME OFF (CTO)

Section 1 - Leave of Absence

- A. A request for leave of absence will be made to the Board in writing. Leave of absence may be granted to an employee for a period not to exceed six months. Upon Board approval, it may be extended for an additional six months. The Board will not arbitrarily refuse a request for a leave. Position to be posted within seventy-two (72) hours of Board approval for any leave of absence three (3) months or over.
- B. An employee will not accrue seniority during a leave of absence nor receive pay or benefits except as herein otherwise indicated.
- C. If the employee appears for work without giving proper advance notice of his/her return from leave, the Board may refuse him/her permission to work and deduct his/her regular daily wage.
- D. Any employee on leave of absence accepting employment while on leave will be terminated.
- E. Necessary lay-offs pursuant to Article XX will constitute basis for halting leave benefits.

Section 2 - CTO

- A. A full-time twelve (12) month Tier I employee will accumulate two days/or sixteen (16) hours of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day/or (8 hours) will accumulate for each month the employee receives pay but not to exceed a total of fourteen (14) days/or one hundred and twelve (112) hours per year. An employee's absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Employees working 10-10½ months will accumulate two days of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day will be accumulated for each month the employee receives pay but not to exceed a total of twelve (12) days per year. Days will be converted to hours based on the employee's standard daily hours worked. An employee's absence will be chargeable to his/her earned compensatory time off (CTO) bank.

An employee may carry any unused CTO days to be entered into the Sick Bank from one contract year to the next contract year prorated to full-time. Once these days/hours have been entered into this bank, the days/hours are considered sick days/hours. No compensation or severance will be paid for any of these days/hours. These sick days/hours can only be used for illness or injury. If after three (3) consecutive sick days are used out of the Sick Bank, a physician's script (M.D. or D.O.) shall be required. The script shall be presented upon return to work. Any employee that has exhausted all CTO, vacation and sick bank days/hours must submit a physician's script (M.D. or D.O.) for each day of absence. The script(s) shall be presented upon return to work.

If an employee uses forty-five (45) consecutive days for a personal illness or injury, he/she will be required to use a Long-Term Disability leave (See Article XI, Section 5 of this contract.) If an employee requests to use sick days/hours for the care of a sick member of the immediate family, he/she will be required to utilize a Family Medical Leave (if eligible) concurrently with the use of the sick days/hours.

During high peak times, the district may restrict the number of employees allowed to use CTO days. This restriction will not include employees off for medical reasons or for extenuating circumstances. The District and Association will mutually determine the high peak times.

- B. A full-time (12 month) Tier II employee (hired after July 1, 1999) will accumulate one (1) day or eight (8) hours per month of compensatory time off for each month the employee receives pay but not to exceed a total of twelve (12) days or ninety-six (96) hours per year. An employee absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Tier II employees working less than 52 weeks per year will accumulate one (1) day per month for each month that the employee receives pay but not to exceed a total of ten (10) days or eighty (80) hours per year.

Days will be converted to hours based on the employee's standard daily hours worked. An employee's absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Section 3 - Sick Leave

Employees may accrue an unlimited amount of unused days/hours into a Sick Bank. These unused days/hours are carried over from the prior year's CTO and/or vacation banks and can only be used for illness or injury. These days may only be used by an employee after exhaustion of all current year CTO days. If after three (3) consecutive Sick Days are used, a physician's script (M.D. or D.O.) shall be required. The script shall be presented upon return to work.

- A. A deduction will be made on an employee's final check for CTO days used in excess of earned CTO days.
- B. Expected absences and return to work will be reported to the employee's immediate supervisor. As much advance notice will be given as soon as possible, preferably eight (8) hours before the start of the employee's scheduled duties except as otherwise indicated. Failure of notice may result in deduction of wages.
- C. No deduction in pay will result from absence from duty while an employee is on CTO days until his/her absence exceeds accumulated Sick Days.
- D. An employee will not accumulate compensatory time off for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- E. Hospitalization, Prescription and Group Life Insurance premiums will continue to be paid by the Board to cover the extended illness of an employee for not to exceed two (2) months, following the total use of accumulated days.
- F. Any employee that has exhausted all Current CTO and Sick bank days/hours shall submit a physician's script (M.D. or D.O.) for each day of absence. The script shall be presented upon return to work.
- G. If an employee uses forty-five (45) consecutive days for a personal illness or injury, he/she will be required to use a Long-Term Disability leave (See Article XI, Section 5 of this contract.) If an employee requests to use sick days/hours for the care of a sick member of the immediate family, he/she will be required to utilize a Family Medical Leave (if eligible) concurrently with the use of the sick days/hours.
- H. After the exhaustion of all current CTO and Sick bank days, a physician's script (M.D. or D.O.) shall be presented upon return to work to use a vacation day.

Section 4 - Maternity Leave and Child Care Leave

- A. The Board of Education may grant an employee a child-care leave for six (6) months or less without pay or seniority, upon a written request for such a leave. Upon the exhaustion of the leave, the employee would return to her former position provided appropriate medical certification by her doctor stating that she is able to return to work is presented to the Superintendent of Schools, and provided further that her position is available and it being the time of year that she would normally work. An employee will be required to give a two-week notification prior to return to former position.
- E. An employee who suffers an interrupted pregnancy, still birth or death of any child for whom she received child-care leave, may (upon application to the Superintendent) be returned to service after appropriate medical certification by her doctor or the school physician, prior to the completion of said child-care leave provided that her position is available; it being the time of year that she would normally work.
- F. In the event that a member of the bargaining unit legally adopts a child, a child-care leave may be requested through the Board of Education.
- H. It is agreed that the failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services. Prior to termination of services and if requested by the employee, a hearing before the Board will be granted allowing the employee and the Union to present their case. Request for a hearing must be made within five (5) days of notification of termination of services.

Both the Maternity and Child Care Leaves are covered under Article XI, Section 5 (Long-term Disability) and the Family Medical Leave Act of 1993. During the Family Medical Leave, the eligible employee must use all days prior to going on unpaid status.

Section 5 - Funeral leave

An employee will be allowed three (3) days funeral leave which must be taken consecutively for each death in the immediate family. The funeral shall be within the three (3) consecutive days. Funeral leave days are not to be deducted from any banks. The immediate family will be defined as spouse, child, parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, grandchildren and other individuals living in the household of the employee being included in the definition under funeral leave.

Section 6 - Jury Duty

Upon notice of jury duty, an employee will immediately notify the immediate supervisor. An employee called for jury duty participation during his/her employment hours will be paid the difference between what he/she received as a juror and the regular wages he/she would have normally received from the employer if employed, providing he/she notifies his/her immediate supervisor within seven (7) days of receipt of notice. Seniority and increments will accumulate according to the salary schedule.

Section 7 - Military Duty

An employee who may enlist for one period of not to exceed four (4) years or be conscripted into the defense forces of the United States for service or training, will be re-employed upon termination of service, in his/her previous position, in line with his/her seniority, at the current rate of pay for such work, unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment as may be available in line with his/her seniority or work which is similar to that which he/she was doing before he/she left, at the current rate of pay for such work, provided he/she has been honorably discharged, or honorably separated, and is physically able to do the work and provided further that he/she reports to work within 60 calendar days after discharge or separation.

Section 8 - Union Representation

An employee elected to any union office to do work which takes him from employment with the Board, at the written request of the Union, will be granted leave of absence for not to exceed one (1) year, subject to renewal upon request of the Union and at the discretion of the Board.

An employee selected by the Union to participate in any other Union activity will be granted a leave of absence at the request of the Union. A leave of absence for such activity will not exceed one (1) year, but leave may be renewed or extended for a similar period upon the request of the Union at the discretion of the Board. Such leave will be limited to one employee at a time. Seniority will accumulate. Upon returning, the employee will be re-employed in the same group classification.

Section 9 - Professional Business

The Board will provide five (5) days per year for one Union delegate or the president to attend Union conventions or meetings.

If an employee is engaged in activity or business under the direction of the Board, the employee will not be regarded as absent even though such activity might require the employee's presence at a place other than that of his/her regular assignment.

The President (or his/her designee) of the Union will be given four (4) hours of release time per week with pay (non-cumulative) to take care of union matters.

ARTICLE XVI - BULLETIN BOARDS

Section 1

The Board will provide a bulletin board to each building to be used by the Union for posting notices of the following types;

- A. Notices of recreational and social events.
- B. Notices of Election.
- C. Notices of results of Elections.
- D. Notices of meetings.
- E. Overtime lists.
- F. Collective bargaining contract and supplements.

A copy of materials posted on bulletin boards and placed in mail boxes will be submitted to the Board's Central Office.

ARTICLE XVII - SPECIAL CONFERENCES - EXECUTIVE BOARD/MANAGEMENT CONFERENCES

Section 1

A special conference for important matters will be arranged between at least two (2) representatives from the Union and two (2) representatives of the Board upon the request of either party. Arrangements for such special conference will be made in advance and a written agenda of the matters to be considered will be presented at the time the conference is requested. Said conference shall be held at mutually agreed to times.

Section 2

To facilitate improved understanding of operation procedure and personnel matters as they relate to mutual concerns, quarterly meetings shall be conducted during the fiscal year. Arrangements for these meetings shall be made as in Section 1. Additional meetings may be called by either party.

ARTICLE XVIII - UNION ACTIVITIES

Section 1

The Board agrees that during working hours, on the Board's premises, and without loss of pay, Union representatives will be allowed to:

- A. Collect initiation fees and assessments and any Union dues not collected through payroll deductions.
- B. Post Union notices.
- C. Distribute Union literature.
- D. Solicit Union membership during other employee's non-working time.
- E. Attend negotiating meetings with Board Negotiation Team.
- F. Transmit communications, authorized by the local Union or its officers, to the Board or its representatives.
- G. Consult with the Board, or its representatives, concerning the enforcement of any provisions of this contract.
- H. Process grievances.

Time away from the job must be kept to a minimum. Except in performance of the duties as set forth above, no employee will engage in activities during working hours that detract from the performance of his/her duties and responsibilities. The privilege of conducting Union activities as set forth above will not be abused.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

Section 1 - Mileage Allowance

- A. An employee required to drive his/her automobile within or outside the School District as part of his/her regular duties, will be reimbursed at the rate per the Internal Revenue Service standard mileage allowance for that calendar year.
- B. The Board will reimburse any employee required by the Board to have a chauffeur's license the difference between a chauffeur's license and a driver's license. However, employees who work for another employer who also requires a chauffeur's license, if this work is performed during regularly scheduled hours of employment with the Board, shall be required to reimburse the Board its cost.
- C. Employees who cease employment with the district during the term of the license shall reimburse the Board a pro-rated position of the chauffeur's license fee.

Section 2 - Uniform and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device will be furnished to the employee by the Board. The cost of maintaining the uniform or protective clothing in proper working condition is the responsibility of the Board (includes tailoring, dry cleaning, and laundering; cafeteria apparel not included).

Section 3 - Job Postings, Vacancies and New Positions

- A. Vacancies and assignments will be filled according to ability and qualifications. The Employer may utilize testing to determine ability and qualifications. If ability and qualifications are equal, seniority will control.
- B. A job becoming open will be posted for bid within five (5) days, by the Superintendent. Any employee (with the exception of those working three (3) hours or less who were hired after January 25, 1993) interested in bidding for the job will submit a written bid to the Superintendent within the time specified in the notice, provided the employee will have at least five (5) days to submit a bid. If the job is not desired by any employee, the Superintendent may recruit an employee. If the job is not filled within thirty (30) days from the close of bidding time, the job will be reposted.
- C. Before a job opening is filled, the Superintendent will discuss the same with the Union President and group classification Steward.
- D. Upon Board approval, an employee obtaining a job through posting will be immediately transferred to his/her new position within two (2) days.
- E. An employee whose job is abolished will be entitled to any classification to which his/her seniority and qualifications warrant.
- F. In any necessary reduction in staff, a senior employee will be given preference over a junior employee, provided he/she has the qualifications and ability to do the job. Work loads may be changed as a result of a necessary reduction in staff.
- G.
 - 1. A probationary period of ninety (90) days is required of a new employee. Any employee absent more than five (5) consecutive days during their 90-day trial period will resume their 90-day trial period at the number of days left when the interruption occurred. The Employer's decision as to whether the probationary employee will be continued or not shall be left to the discretion of the Employer. The Employer's decision shall not be subject to the arbitration section of this contract and is not arbitrable.
 - 2. When an employee, other than a new employee, is awarded an open position, he/she will be granted a fifteen (15) work day trial period for a clerical position or five (5) work day trial period for a non-clerical position to determine his/her desire to remain in the position and his/her ability to perform the work. During the trial period, the employee may return to this former job. If the Board determined that the employee is unable to satisfactorily perform the work and returns him to his/her former position, the

Union may request that the Board submit its reasons for such action in writing, with a copy furnished to the employee. The matter may then become a proper subject for the second step of the grievance procedure. The next senior employee who bids will be awarded the position, without a reposting. Each school semester a bid pool will be held for bus drivers and bus aides. These bid pools will be conducted by the Association and all decisions and assignments will be effective for the entire semester. The fifteen (15) or five (5) work day trial period does not apply to these positions and bid pools.

3. An employee hired or rehired on or after **June 15, 1990** shall be paid a hiring-in rate of 85% of the negotiated classification rate of the job to which he/she is assigned.
 - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated classification rate of the job to which he/she is assigned.
 - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated classification rate of the job to which he/she is assigned.
 - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated classification rate of the job to which he/she is assigned.
4. An employee hired or rehired on or after July 1, 1999 shall be paid a hiring-in rate of 85% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
 - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
 - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
 - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated Tier 2 classification rate of the job to which he/she is assigned.

See Salary Schedule - Non-Teaching Personnel - New Hires

- H. Postings will include job classification, a reference to job description supplement to this contract, number of hours per day, number of weeks per year, rate of pay, building and area. After a job is filled, the Board will not make any changes arbitrarily.

Section 4 - Discipline and Discharge

- A. Except in unusual circumstances requiring action in the best interest of the School District, an employee may be disciplined only for failing to fulfill his/her responsibilities as an employee. Any discipline imposed may be processed through the regular grievance procedure. The Union may appeal suspension or discharge directly to the Superintendent of Schools.
- B. Except in unusual circumstances requiring immediate action in the best interest of the School District, disciplinary procedure will be as follows:
 1. Verbal warning by appropriate administrator.
 2. Written warning by appropriate administrator.
 3. Suspension with pay pending a "just cause" hearing.
 4. Suspension without pay.
 5. Dismissal for just cause only.
- C. It is understood that the concept of progressive discipline does not require that each disciplinary step must be exhausted before the next is imposed. Likewise the concept does not mean that the imposition of one step requires that a subsequent, similar breach of contract calls for the imposition of the next step. The purpose of progressive disciplinary action is to correct the breach of contract at the lowest effective step and

discipline will be determined by the severity of the offense, the number of occurrences and other related factors.

- D. An employee's record will be cleared if there are no infractions for a period of two (2) years.
- E. An employee who is unnecessarily absent from their duties in excess of the number of days contractually provided will be disciplined as follows:
 - 1st Absence – 3 day unpaid suspension
 - 2nd Absence – 5 day unpaid suspension
 - 3rd Absence – Termination

Section 5 - Rest Period

- A. An employee will be permitted to take a fifteen (15) minute break with the immediate supervisor's knowledge in the first half and second half of each shift, provided regularly scheduled work is not disrupted.
- B. An employee who works beyond the regular quitting time into the next shift will receive a fifteen (15) minute rest period before he/she starts to work on such next shift, in addition to the regular rest periods that occur during the shift.

Section 6 - Meal Periods

A full-time employee will be granted an uninterrupted lunch period during each work shift. Whenever possible, the lunch period will be scheduled at the middle of each shift.

Section 7 - Work Rules

- A. New work rules are subject to negotiation before becoming effective.
- B. The Board will post new work rules for ten (10) days before they become effective. Each employee will receive a copy upon request.
- C. The reasonableness of a new work rule and alleged discrimination in application of any work rule is a proper matter for a grievance by the Union.

Section 8 - Employees Change of Address or Telephone

It will be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address and telephone number, as it appears on the employer's records, will be conclusive when used in connection with notice to employees.

Section 9 - Flu Shots

The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board. The Board of Education will pay for required health cards for all employees.

Section 10 - Paycheck Pick-up

All afternoon shift employees shall be allowed to receive their paychecks on Thursday between 2:00 and 3:00 p.m. It is understood that this clause will not be construed to establish a reason for reporting late for work, nor will the clause be applicable whenever payroll has not been completed for good and just cause, such as holidays and computer breakdown.

Section 11 - Education/Tuition Reimbursement

Employees will be compensated up to \$250.00 per year for any post-secondary class work. Employees must receive a grade of "C" or better and provide a financial statement from the institution of their costs. Reimbursement will be prorated on an eight (8) hour work day.

Section 12

Building secretaries shall administer medication to pupils as provided in MCL 380.1178.

ARTICLE XX - LAY OFFS AND RECALL PROCEDURES

Section 1 - Lay Offs

When it becomes necessary to lay off any employee, lay offs will be according to seniority by group classification and the employee with the least service in the group classification will be laid off first, provided senior employees have the ability to perform the work.

If the Board lays off a permanent full-time or part-time employee because of insufficient money or declining enrollments, the Board will give a ten (10) day written notice to such employee.

Whenever an employee is laid off as a result of the job abolishment procedure that employee will not be protected by the declining enrollment or insufficient money clause of the lay-off procedure.

Management will not utilize substitute employees during the term of a lay off or until all full-time/part-time employees have been recalled to their previous positions.

For purposes of lay off and recall, employee classifications will be divided into the following categories:

Operation:	Skilled Maintenance Engineers Custodians I Groundsmen Hall Monitors - Bus Drivers & Attendants Library Aides
Clerical:	Secretaries Clerks (Full and Part-time)
Cafeteria:	Cooks Cooks Helpers

Section 2 - Recall Procedure

When the working force is increased after a lay off, employees will be recalled in reverse order to that of lay off within their group classification, provided the greater seniority employees are able to perform the available work.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall he/she shall be considered a quit.

Laid off employees who are recalled to either a different group classification and/or a position in their group classification which involves less hours per week and reject the recall shall suffer no loss of seniority and/or any other benefits provided in this Agreement.

ARTICLE XXI - "NO STRIKE" CLAUSE

Section 1 - No Strike Clause

There will be no strikes by the Union, its officers, representatives or members. Nothing contained herein will be construed to limit, impair, or affect the right to any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2 - Definition of a Strike

"Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment or to settle a grievance.

ARTICLE XXII - WAIVER CLAUSE

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Both parties, for the duration of this contract, waive the right to negotiate any questions introduced, debated and settled prior to execution of this contract. Any amendment or agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXIII - REINSTATEMENT - VETERANS

Reinstatement and re-employment of a Veteran will be governed by applicable Federal and State laws.

ARTICLE XXIV - LEGAL RELIEF CLAUSE

This contract is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union and the employees in the bargaining unit, including any amendments that may hereafter be made during the life of the contract and whenever the terms of this contract will at any time be held to be contrary to laws by a competent court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision will be void and inoperative; however, all other provisions of this agreement will continue in effect.

ARTICLE XXV - DEFINITIONS OF TERMS IN THIS CONTRACT

- A. "Compensated Time Off (CTO)" - This is paid time earned during the current year for an employee.
- B. "Day" means working day.
- C. "Employee" means any member of the bargaining unit employed by the board.
- D. "Extra Hours" means any hours worked before or after an employee's regular assignment.
- E. "Job Abolishment" - Work no longer needed. Performance of these duties does not exist. This work will not be added to another employee classification, except through attrition, for the purpose of reducing the labor force.
- F. "Layoff" means a reduction in the work force due to a decrease of work.
- G. "Overtime" means pay for over 40 hours in a week at time and a half as called for in the contract.
- H. Pronouns are written in the masculine and the singular only, but will be read as if written in the plural, feminine or neuter.
- I. "School" includes any work location, functional division or group to which a grievance may arise.
- J. "School year" means a twelve (12) month period commencing on the first day of July, except as defined elsewhere in the Contract.
- K. "Seniority" means continuous years of service in the Melvindale-Northern Allen Park Public Schools.
- L. "Tier I Employee" - An employee hired on or before June 30, 1999.
- M. "Tier II Employee" - An employee hired on or after July 1, 1999.
- N. "Transfer" means a permanent change from one job to another job.
- O. "Will" includes shall.
- P. "Sick Days/Hours" - This is paid time from days/hours carried over from one contract year to the next contract year that may only be used after exhaustion of all current CTO days. A Sick Day/Hour can only be used for illness or injury. If after three (3) consecutive Sick Days are used, a physician's script (M.D. or C.O.) shall be required. The script shall be presented upon return to work. No severance will be paid for any of these days.
- Q. "Script" - This is a written communication from a Physician (M.D. or D.O.).

ARTICLE XXVI - COMMENCEMENT AND TERMINATION OF CONTRACT

This contract will be in effect from the 1st day of July, 2006 and will remain in full force and effect until 11:59 p.m., June 30, 2009.

The contract is for three (3) years:

	<u>Tier I</u>	<u>Tier II</u>
2006-2007	2.00% - see salary schedule	2.00% - see salary schedule
2007-2008	2.00% - see salary schedule	2.00% - see salary schedule
2008-2009	2.00% - see salary schedule	2.00% - see salary schedule

(Pay will be retroactive to July 1, 2006.)

ARTICLE XXVII - RENEWAL OF CONTRACT AND AMENDMENTS

Section 1

This Contract will be renewed automatically from year to year after **June 30, 2006**, unless either party gives written notice to the other party, at least ninety (90) calendar days prior to **June 30, 2009**. If such notice has been given, this contract may be terminated on **June 30, 2009**, or any subsequent termination date, or thereafter, by either party, upon ten (10) calendar days written notice of termination. This Agreement will remain in full force and be effective during the period of negotiations and until ten (10) days after notice of termination of this Agreement is provided to the other party.

Section 2

If notice has been given in accordance with Section 1, negotiations will commence not later than sixty (60) calendar days prior to **June 30, 2009** or any subsequent termination date.

Section 3

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail addressed, if to the Union, to its President, at his/her resident address and to the Board at 18530 Prospect Street, Melvindale 48122, or to any such address as the Union or Board may direct to the other.

ARTICLE XXVIII - RETIREMENT


- A. The Board shall provide the "NON-CONTRIBUTORY PLAN" for retirement commencing July 1, 1975 for employees eligible for the BASIC Plan. All other employees will participate in the MIP State retirement plan.

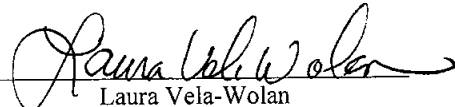
ARTICLE XXIX - RATIFICATION


IN WITNESS WHEREOF, the parties hereto have executed this contract this 13th day of December, 2006.

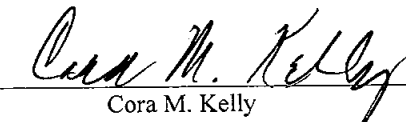
MICHIGAN EDUCATION ASSOCIATION
NON-TEACHING UNION

BOARD OF EDUCATION
MELVINDALE-NORTHERN
ALLEN PARK PUBLIC
SCHOOLS

By: 
Paul Kaminski
President

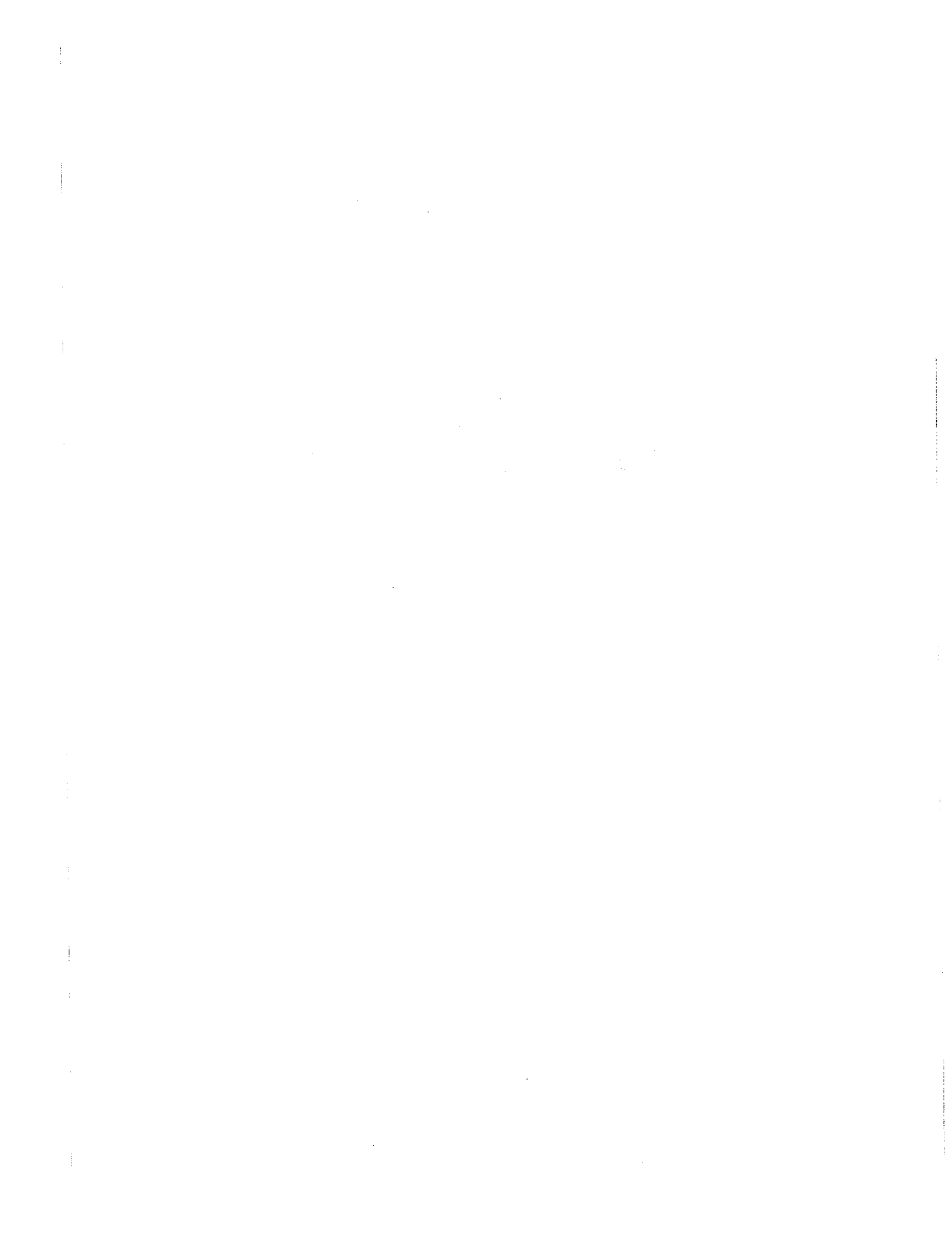
By: 
Laura Vela-Wolan
President

By: 
Donna Sauve
Secretary

By: 
Cora M. Kelly
CEO/Superintendent

APPENDIX "A"

LONG-TERM DISABILITY POLICY



**GROUP LONG TERM DISABILITY
INSURANCE PROGRAM**

**Melvindale-Northern Allen Park Public
Schools**

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CERTIFICATE OF INSURANCE

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. LTD 114853 issued to Melvindale-Northern Allen Park Public Schools, the Policyholder.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.

Charles Danane
Secretary

Caruana E. Quill
President

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

This Group Long Term Disability Certificate replaces any previous Group Long Term Disability Certificates and is dated October 6, 2006.

- (4) any of the following that you are entitled to receive from the Policyholder:
 - (a) wages, salary or other compensation excluding the amount allowable under the Rehabilitative Provision; and
 - (b) commissions or monies, including vested renewal commissions, but, excluding commissions or monies that you earned prior to Total Disability which are paid after Total Disability has begun;
 - (5) that part of disability benefits paid for by the Policyholder which you are eligible to receive because of your Total Disability under a group retirement plan; and
 - (6) that part of Retirement Benefits paid for by the Policyholder which you are eligible to receive under a group retirement plan; and
 - (7) disability or Retirement Benefits under the United States Social Security Act, the Canadian pension plans, or any other government plan for which:
 - (a) you are eligible to receive because of your Total Disability or eligibility for Retirement Benefits; and
 - (b) your dependents are eligible to receive due to (a) above.
- Disability and early Retirement Benefits will be offset only if such benefits are elected by you or do not reduce the amount of your accrued normal Retirement Benefits then funded.
- Retirement Benefits under number 7 above will not apply to disabilities which begin after age 70 if you are already receiving Social Security Retirement Benefits while continuing to work beyond age 70.

MINIMUM MONTHLY BENEFIT: In no event will the Monthly Benefit payable to you be less than \$50.

SCHEDULE OF BENEFITS

EFFECTIVE DATE: July 1, 2006

ELIGIBLE CLASSES: Each active, Full-time Employee, except an employee in any other class and any person employed on a temporary or seasonal basis.

YOUR EFFECTIVE DATE: The day you become eligible.

INDIVIDUAL REINSTATEMENT: 24 months

LONG TERM DISABILITY BENEFIT

ELIMINATION PERIOD: 45 consecutive days of Total Disability.

MONTHLY BENEFIT: The Monthly Benefit is an amount equal to 70% (for the first 12 months), 60% (thereafter) of Covered Monthly Earnings.

To figure this benefit amount payable:

- (1) multiply your Covered Monthly Earnings by the benefit percentage(s) shown above;
- (2) take the lesser of the amount:
 - (a) of step (1) above; or
 - (b) the Maximum Monthly Benefit shown below; and
- (3) subtract Other Income Benefits, as shown below, from step (2) above.

We will pay at least the Minimum Monthly Benefit as follows.

OTHER INCOME BENEFITS: Other Income Benefits are:

- (1) disability income benefits you are eligible to receive because of your Total Disability under any group insurance plan(s);
- (2) disability income benefits you are eligible to receive because of your Total Disability under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (3) all benefits (except medical or death benefits) including any settlement made in place of such benefits (whether or not liability is admitted) you are eligible to receive because of your Total disability under:
 - (a) Workers' Compensation Laws;
 - (b) occupational disease law;
 - (c) any other laws of like intent as (a) or (b) above; and
 - (d) any compulsory benefit law;

date, the effective date of the increase in the benefit amount will be deferred until the date you return to Active Work. Decreases in the Monthly Benefit are effective on the first of the Policy month coinciding with or next following the date the change occurs.

CONTRIBUTIONS: You are not required to contribute toward the cost of this insurance.

MAXIMUM MONTHLY BENEFIT: \$5,000 (this is equal to a maximum Covered Monthly Earnings of \$7,143) for the first 12 months; then \$4,286 (this is equal to a maximum Covered Monthly Earnings of \$7,143) thereafter.

MAXIMUM DURATION OF BENEFITS: Benefits will not accrue beyond the longer of: the Duration of Benefits, or Normal Retirement Age, specified below.

Age at Disablement	Duration of Benefits (in years)
61 or less	To Age 65
62	3 ¼
63	3
64	2 ½
65	2
66	1 ¾
67	1 ½
68	1 ¼
69 or more	1

OR

Normal Retirement Age as defined by the 1983 Amendments to the United States Social Security Act and determined by your year of birth, as follows:

Year of Birth	Normal Retirement Age
1937 or before	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 thru 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

CHANGES IN MONTHLY BENEFIT: Increases in the Monthly Benefit are effective on the first of the Policy month coinciding with or next following the date of the change, provided you are Actively at Work on the effective date of the change. If you are not Actively at Work on that

"Physician" means a duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of injury or sickness for which a claim is made. The Physician may not be you or a member of your immediate family.

"Regular Occupation" means the occupation you are routinely performing when Total Disability begins. We will look at your occupation as it is normally performed in the national economy, and not the unique duties performed for a specific employer or in a specific locale.

"Retirement Benefits" mean money which you are entitled to receive upon early or normal retirement or disability retirement under:

- (1) any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Policyholder;
- (2) Retirement Benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act; or
- (3) an employer's retirement plan where payments are made in a lump sum or periodically and do not represent contributions made by you.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a Thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan; or
- (7) a profit sharing plan.

"Sickness" means illness or disease causing Total Disability which begins while your insurance coverage is in effect. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

DEFINITIONS

"You", "your" and "yours" means a person who meets the Eligibility Requirements of the Policy and is enrolled for this insurance.

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"Actively at Work" and "Active Work" mean actually performing on a Full-time basis the material duties pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of an Injury or Sickness.

"Claimant" means you made a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Covered Monthly Earnings" means your basic monthly salary received from the Policyholder on the first of the Policy month just before the date of Total Disability. Covered Monthly Earnings do not include commissions, overtime pay, bonuses or any other special compensation not received as Covered Monthly Earnings.

If you are an hourly paid employee, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, times 4.333, will be used to determine Covered Monthly Earnings. If you are paid on an annual basis, then the Covered Monthly Earnings will be determined by dividing the basic annual salary by 12.

"Elimination Period" means a period of consecutive days of Total Disability, as shown on the Schedule of Benefits page, for which no benefit is payable. It begins on the first day of Total Disability.

Interruption Period: If, during the Elimination Period, you return to Active Work for less than 30 days, then the same or related Total Disability will be treated as continuous. Days that you are Actively at Work during this interruption period will not count towards the Elimination Period. This interruption of the Elimination Period will not apply to you if you become eligible under any other group long term disability insurance plan.

"Full-Time" means working for the Policyholder for a minimum of 600 hours per year.

"Hospital" or "Institution" means a facility licensed to provide care and treatment for the condition causing your Total Disability.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The Injury must cause Total Disability which begins while your insurance coverage is in effect.

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TRANSFER OF INSURANCE COVERAGE

If you were covered under any group long term disability insurance plan maintained by the Policyholder prior to the Policy's Effective Date, you will be insured under the Policy, provided that you are Actively At Work and meet all of the requirements for being an Eligible Person under the Policy on its Effective Date.

If you were covered under the prior group long term disability plan maintained by the Policyholder prior to the Policy's Effective Date, but were not Actively At Work due to Injury or Sickness on the Effective Date of the Policy, and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

- (1) You must have been insured with the prior carrier on the date of the transfer; and
- (2) Premiums must be paid; and
- (3) Total Disability must begin on or after the Policy's Effective Date.

If you are receiving long term disability benefits, are eligible to receive such benefits, or have a period of recurrent disability under the prior group long term disability insurance plan, you will not be covered under the Policy. If premiums have been paid on your behalf under the Policy, those premiums will be refunded.

"Totally Disabled" and "Total Disability" mean, that as a result of an Injury or Sickness:

- (1) during the Elimination Period and for the first 24 months for which a Monthly Benefit is payable, you cannot perform the material duties of your Regular Occupation;

(a) "Partially Disabled" and "Partial Disability" mean that as a result of an Injury or Sickness you are capable of performing the material duties of your Regular Occupation on a part-time basis or some of the material duties on a full-time basis. If you are Partially Disabled you will be considered Totally Disabled, except during the Elimination Period;

(b) "Residual Disability" means being Partially Disabled during the Elimination Period. Residual Disability will be considered Total Disability; and

- (2) after a Monthly Benefit has been paid for 24 months, you cannot perform the material duties of any occupation. Any occupation is one that your education, training or experience will reasonably allow. We consider you Totally Disabled if due to an Injury or Sickness you are capable of only performing the material duties on a part-time basis or part of the material duties on a Full-time basis.

If you are employed by the Policyholder and require a license for such occupation, the loss of such license for any reason does not in and of itself constitute "Total Disability".

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after a Total Disability covered by the Policy occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name, the Policyholder's name and the Policy Number.

CLAIM FORMS: When we receive the notice of claim, we will send you the claim forms to file with us. We will send them within fifteen (15) days after we receive notice. If we do not, then the proof of Total Disability will be met by giving us a written statement of the type and extent of the Total Disability. The statement must be sent within ninety (90) days after the loss began.

WRITTEN PROOF OF TOTAL DISABILITY: For any Total Disability covered by the Policy, written proof must be sent to us within ninety (90) days after the Total Disability occurs. If written proof is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof was given as soon as was reasonably possible. In any event, proof must be given within one (1) year after the Total Disability occurs, unless you are legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of Total Disability covered by the Policy, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable.

We will pay benefits to you, if living, or else to your estate.

If you died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance certificate and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance certificate and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

ARBITRATION OF CLAIMS: Any claim or dispute arising from or relating to our determination regarding your Total Disability may be settled by arbitration when agreed to by you and us in accordance with

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GENERAL PROVISIONS

TIME LIMIT ON CERTAIN DEFENSES: After the Policy has been in force for two (2) years from its Effective Date, no statement made by you on a written application for insurance shall be used to reduce or deny a claim after your insurance coverage, with respect to which claim has been made, has been in effect for two (2) years.

CLERICAL ERROR: Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by the Policyholder, the Plan Administrator, or us:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

WAIVER OF PREMIUM: No premium is due us while you are receiving Monthly Benefits from us. Once Monthly Benefits cease due to the end of your Total Disability, premium payments must begin again if insurance is to continue.

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Page 4.0

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY REQUIREMENTS: You are eligible for insurance under the Policy if you are a member of an Eligible Class, as shown on the Schedule of Benefits page.

EFFECTIVE DATE OF YOUR INSURANCE: If the Policyholder pays the entire Premium due for you, your insurance will go into effect on Your Effective Date, as shown on the Schedule of Benefits page.

If you pay a part of the Premium, you must apply in writing for the insurance to go into effect. You will become insured on the latest of:

- (1) Your Effective Date, as shown on the Schedule of Benefits page, if you apply on or before that date;
- (2) on the date you apply, if you apply within thirty-one (31) days from the date you first met the Eligibility Requirements; or
- (3) on the date we approve any required proof of health acceptable to us. We require this proof if you apply:
 - (a) after thirty-one (31) days from the date you first met the Eligibility Requirements; or
 - (b) after you terminated this insurance but remained in an Eligible Class, as shown on the Schedule of Benefits page.

The insurance for you will not go into effect on a date you are not Actively at Work because of a Sickness or injury. The insurance will go into effect after you are Actively at Work for one (1) full day in an Eligible Class, as shown on the Schedule of Benefits page.

TERMINATION OF YOUR INSURANCE: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates;
- (2) the last day of the Policy month in which you cease to meet the Eligibility Requirements;
- (3) the end of the period for which Premium has been paid for you; or
- (4) the date you enter military service (not including Reserve or National Guard).

YOUR REINSTATEMENT: If you are terminated, your insurance may be reinstated if you return to Active Work with the Policyholder within the period of time as shown on the Schedule of Benefits page. You must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

- (1) on a leave of absence approved by the Policyholder; or
- (2) on temporary lay-off.

You will not be required to fulfill the Eligibility Requirements of the Policy

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the Rules for Health and Accident Claims of the American Arbitration Association or by any other method agreeable to you and us. In the case of a claim under an Employee Retirement Income Security Act (hereinafter referred to as ERISA) Plan, your ERISA claim appeal remedies, if applicable, must be exhausted before the claim may be submitted to arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over such awards.

Unless otherwise agreed to by you and us, any such award will be binding on you and us for a period of twelve (12) months after it is rendered, assuming that the award is not based on fraudulent information and you continue to be totally disabled. At the end of such twelve (12) month period, the issue of total disability may again be submitted to arbitration in accordance with this provision.

Any costs of said arbitrations proceedings levied by the American Arbitration Association or the organization or persons) conducting the proceedings will be paid by us.

PHYSICAL EXAMINATION AND AUTOPSY: We will at our expense, have the right to have you interviewed and/or examined

- (1) physically;
- (2) psychologically; and/or
- (3) psychiatrically.

to determine the existence of any Total Disability which is the basis for a claim. This right may be used as often as it is reasonably required while a claim is pending.

We can have an autopsy made unless prohibited by law

LEGAL ACTIONS: No legal action may be brought against us to recover on the Policy within sixty (60) days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is received.

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BENEFIT PROVISIONS

INSURING CLAUSE: We will pay a Monthly Benefit if you:

- (1) are Totally Disabled as the result of a Sickness or Injury covered by the Policy;
- (2) are under the regular care of a Physician;
- (3) have completed the Elimination Period; and
- (4) submit satisfactory proof of Total Disability to us.

Please refer to the Schedule of Benefits for the MONTHLY BENEFIT and OTHER INCOME BENEFITS.

Benefits you are entitled to receive under OTHER INCOME BENEFITS will be estimated if the benefits:

- (1) have not been applied for; or
- (2) have been applied for and a decision is pending; or
- (3) have been denied and the denial may be appealed.

The Monthly Benefit will be reduced by the estimated amount. If benefits have been estimated, the Monthly Benefit will be adjusted when we receive proof:

- (1) of the amount awarded; or
- (2) that benefits have been denied and the denial cannot be further appealed.

If we have overpaid the Monthly Benefit for any reason, we will make a lump sum payment. If we have overpaid the Monthly Benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Monthly Benefit or ask for a lump sum refund. If we reduce the Monthly Benefit, the Minimum Monthly Benefit, if any, as shown on the Schedule of Benefits page, would not apply.

For each day of a period of Total Disability less than a full month, the amount payable will be 1/30th of the Monthly Benefit.

COST OF LIVING FREEZE: After the initial deduction for any Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under these Other Income Benefits.

LUMP SUM PAYMENTS: If Other Income Benefits are paid in a lump sum, the sum will be prorated over the period of time to which the Other Income Benefits apply. If no period of time is given, the sum will be prorated over sixty (60) months.

TERMINATION OF MONTHLY BENEFIT: The Monthly Benefit will stop on the earliest of:

again. The insurance will go into effect after you return to Active Work for one (1) full day. If you return after having resigned or having been discharged, you will be required to fulfill the Eligibility Requirements of the Policy again. If you return after terminating insurance at your request or for failure to pay Premium when due, proof of health acceptable to us must be submitted before you may be reinstated.

EXCLUSIONS

We will not pay a Monthly Benefit for any Total Disability caused by:

- (1) an act of war, declared or undeclared; or
- (2) an intentionally self-inflicted injury; or
- (3) the Insured committing a felony; or
- (4) an injury or sickness that occurs while the Insured is confined in any penal or correctional institution.

- (1) the date you cease to be Totally Disabled;
- (2) the date you die;
- (3) the Maximum Duration of Benefits, as shown on the Schedule of Benefits page, has ended; or
- (4) the date you fail to furnish the required proof of Total Disability.

RECURRENT DISABILITY: If, after a period of Total Disability for which benefits are payable, you return to Active Work for at least six (6) consecutive months, any recurrent Total Disability for the same or related cause will be part of a new period of Total Disability. A new Elimination Period must be completed before any further Monthly Benefits are payable.

If you return to Active Work for less than six (6) months, a recurrent Total Disability for the same or related cause will be part of the same Total Disability. A new Elimination Period is not required. Our liability for the entire period will be subject to the terms of the Policy for the original period of Total Disability.

If you become eligible for insurance coverage under any other group long term disability insurance plan, then this recurrent disability section will not apply to you.

If, during a period of Total Disability due to Substance Abuse for which a Monthly Benefit is payable, you are able to perform Rehabilitative Employment, the Monthly Benefit, less 50% of any of the money received from this Rehabilitative Employment will be paid until: (1) you are performing all the material duties of your Regular Occupation on a full-time basis; or (2) the end of twenty-four (24) consecutive months from the date that the Elimination Period is satisfied, whichever is earlier. All terms and conditions of the Rehabilitation Benefit will apply to Rehabilitative Employment due to Substance Abuse.

"Substance Abuse" means the pattern of pathological use of a Substance which is characterized by:

- (1) impairments in social and/or occupational functioning;
- (2) debilitating physical condition;
- (3) inability to abstain from or reduce consumption of the Substance; or
- (4) the need for daily Substance use for adequate functioning.

"Substance" means alcohol and those drugs included on the Department of Health, Retardation and Hospitals' Substance Abuse list of addictive drugs, except tobacco and caffeine are excluded.

A Substance Abuse Rehabilitation Program means a program supervised by a Physician or a licensed rehabilitation specialist approved by us.

LIMITATIONS

MENTAL OR NERVOUS DISORDERS: Monthly Benefits for Total Disability caused by or contributed to by mental or nervous disorders will not be payable beyond an aggregate lifetime maximum duration of twenty-four (24) months unless you are in a Hospital or Institution at the end of the twenty-four (24) month period. The Monthly Benefit will be payable while so confined, but not beyond the Maximum Duration of Benefits.

If you were confined in a Hospital or Institution and:

- (1) Total Disability continues beyond discharge;
- (2) the confinement was during a period of Total Disability; and
- (3) the period of confinement was for at least fourteen (14) consecutive days;

then upon discharge, Monthly Benefits will be payable for the greater of:
(1) the unused portion of the twenty-four (24) month period; or
(2) ninety (90) days;

but in no event beyond the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

Mental or Nervous Disorders are defined to include disorders which are diagnosed to include a condition such as:

- (1) bipolar disorder (manic depressive syndrome);
- (2) schizophrenia;
- (3) delusional (paranoid) disorders;
- (4) psychotic disorders;
- (5) depressive disorders;
- (6) anxiety disorders;
- (7) somatoform disorders (psychosomatic illness);
- (8) eating disorders; or
- (9) mental illness.

SUBSTANCE ABUSE: Monthly Benefits for Total Disability due to alcoholism or drug addiction will be payable while you are a participant in a Substance Abuse Rehabilitation Program. The Monthly Benefit will not be payable beyond twenty-four (24) months.

estate, unless a beneficiary is on record with us under the Policy.

Benefits may be payable longer than shown above, as long as you are still Totally Disabled, subject to the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

SPECIFIC INDEMNITY BENEFIT

If you suffer any one of the Losses listed below from an accident resulting in an injury, we will pay a guaranteed minimum number of Monthly Benefit payments, as shown below. However,

- (1) the Loss must occur within one hundred and eighty (180) days; and
- (2) you must live past the Elimination Period.

<u>For Loss of:</u>	<u>Number of Monthly Benefit Payments:</u>
Both Hands.....	46 Months
Both Feet.....	46 Months
Entire Sight in Both Eyes.....	46 Months
Hearing in Both Ears.....	46 Months
Speech.....	46 Months
One Hand and One Foot.....	46 Months
One Hand and Entire Sight in One Eye.....	46 Months
One Foot and Entire Sight in One Eye.....	46 Months
One Arm.....	35 Months
One Leg.....	35 Months
One Hand.....	23 Months
One Foot.....	23 Months
Entire Sight in One Eye.....	15 Months
Hearing in One Ear.....	15 Months

"Loss(es)" with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) arm or leg, means the complete severance through or above the elbow or knee joint; or
- (3) sight, speech or hearing, means total and irrecoverable Loss thereof.

If more than one (1) Loss results from any one accident, payment will be made for the Loss for which the greatest number of Monthly Benefit payments is provided.

The amount payable is the Monthly Benefit, as shown on the Schedule of Benefits page, with no reduction from Other Income Benefits. The number of Monthly Benefit payments will not cease if you return to Active Work. If death occurs after we begin paying Monthly Benefits, but before the Specific Indemnity Benefit has been paid according to the above schedule, the balance remaining at time of death will be paid to your

COST OF LIVING BENEFIT

If the Consumer Price Index (CPI-W) published by the United States Department of Labor increases while an insured is receiving Monthly Benefits from us, an additional benefit will be payable. The Cost of Living Benefit will be payable during any of the first ten (10) years, following satisfaction of the Elimination Period, in which the Consumer Price Index increases.

Percentage increases in the Consumer Price Index will be calculated by us each year. The increase will be based on a comparison of published annual Consumer Price Index statistics in October of each year. If the Consumer Price Index is changed or no longer published, the most comparable index (in our opinion) then published will be used for these purposes.

This amount payable will be the lesser of the following, multiplied by the Monthly Benefit you are currently receiving:

- (1) 3%; or
- (2) the most recently determined annual percentage increase in the Consumer Price Index.

This amount will be added to your Monthly Benefit and will be payable while you continue to be entitled to Monthly Benefits.

The first Cost of Living Benefit increase will become effective on:

- (1) the January 1st of the first year following the year in which the Elimination Period was satisfied; or
- (2) the date the Consumer Price Index is first determined to have increased.

SURVIVOR BENEFIT - LUMP SUM

We will pay a benefit to your Survivor when we receive proof that you died while:

- (1) you were receiving Monthly Benefits from us; and
- (2) you were Totally Disabled for at least one hundred and eighty (180) consecutive days.

The benefit will be an amount equal to 3 times your last Monthly Benefit. The last Monthly Benefit is the benefit you were eligible to receive right before your death. It is not reduced by wages earned while in Rehabilitative Employment.

"Survivor" means your spouse. If the spouse dies before you or if you were legally separated, then your natural, legally adopted or step-children, who are under age twenty-five (25) will be the Survivor(s). If there are no eligible Survivors, payment will be made to your estate, unless a beneficiary is on record with us under the Policy.

A benefit payable to a minor may be paid to the minor's legally appointed guardian. If there is no guardian, at our option, we may pay the benefit to an adult that has, in our opinion, assumed the custody and main support of the minor. We will not be liable for any payment we have made in good faith.

FAMILY AND MEDICAL LEAVE OF ABSENCE BENEFIT

We will allow your coverage to continue, for up to twelve (12) weeks in a twelve (12) month period, if you are eligible for, and the Policyholder has approved, a Family and Medical Leave of Absence under the terms of the Family and Medical Leave Act of 1993, as amended, for any of the following reasons:

- (1) To provide care after the birth of a son or daughter; or
- (2) To provide care for a son or daughter upon legal adoption; or
- (3) To provide care after the placement of a foster child in your home; or
- (4) To provide care to a spouse, son, daughter, or parent due to serious illness; or
- (5) To take care of your own serious health condition as explained below.

If you, due to your own serious health condition, meet the definition of Total Disability as well as all other requirements in the Policy, you will be considered Totally Disabled and eligible to receive a Monthly Benefit. All premiums will be waived as long as you are receiving such Monthly Benefit. If you, due to your own serious health condition, are working on a reduced leave schedule or an intermittent leave schedule, as described by the Family and Medical Leave Act of 1993, as amended, but are not considered Totally Disabled under the Policy, premium payments will be continued under this benefit.

You will not qualify for the Family and Medical Leave of Absence Benefit unless we have received proof from the Policyholder in a form satisfactory to us, that you have been granted a leave under the terms of the Family and Medical Leave Act of 1993, as amended. Such proof, (1) must outline the terms of your leave; and (2) give the date the leave began; and (3) the date it is expected to end; and (4) must be received by us within thirty-one (31) days after a claim for benefits has been filed with us.

If the Policyholder grants you a Family and Medical Leave of Absence, the following applies to you:

- (1) While you are on an approved Family and Medical Leave of Absence, the required premium must be paid according to the terms specified in the Policy to keep the insurance in force.
- (2) While you are on an approved Family and Medical Leave of Absence, you will be considered Actively at Work in all instances unless such leave is due to your own illness, injury, or disability. Changes such as revisions to coverage because of age, class,

WORK INCENTIVE AND CHILD CARE BENEFITS

WORK INCENTIVE BENEFIT

During the first twelve (12) months of Total Disability for which a Monthly Benefit is payable, we will not offset earnings from Rehabilitative Employment until the sum of:

- (1) the Monthly Benefit prior to offsets with Other Income Benefits; and
- (2) earnings from Rehabilitative Employment, exceeds 100% of your Covered Monthly Earnings. If the sum above exceeds 100% of Covered Monthly Earnings, our Benefit Amount will be reduced by such excess amount until the sum of (1) and (2) above equals 100%.

CHILD CARE BENEFIT

We will allow a Child Care Benefit if:

- (1) you are receiving benefits under the Work Incentive Benefit;
- (2) your Child(ren) is (are) under 14 years of age;
- (3) the child care is provided by a non-relative; and
- (4) the charges for child care are documented by a receipt from the caregiver, including social security number or taxpayer identification number.

During the twelve (12) month period in which you are eligible for the Work Incentive Benefit, an amount equal to actual expenses incurred for child care, up to a maximum of \$250 per month, will be added to your Covered Monthly Earnings when calculating the Benefit Amount under the Work Incentive Benefit.

Child(ren) means: your unmarried child(ren), including any foster child, adopted child or step child who resides in your home and is financially dependent on you for support and maintenance.

MILITARY SERVICES LEAVE OF ABSENCE COVERAGE

We will allow your coverage to continue, for up to twelve (12) weeks in a twelve (12) month period, if you enter the military service of the United States. While you are on a Military Services Leave of Absence, the required premium must be paid according to the terms specified in the Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective until you have returned to work from Military Services Leave of Absence for one full day. All other terms and conditions of the Policy will remain in force during the continuation period. Your continued coverage will cease on the earliest of the following dates:

- (1) the date the Policy terminates; or
- (2) the date ending the last period for which any required premium was paid; or
- (3) twelve (12) weeks from the date your continued coverage began.

The Policy, however, does not cover any loss which occurs while on active duty in the military service if such loss is caused by or arises out of such military service, including but not limited to war or act of war (whether declared or undeclared) and is also subject to any other exclusions listed in the Exclusions provision.

or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective if you are not Actively at Work until such time as you return to Active Work for one full day.

- (3) If you become Totally Disabled while on a Family and Medical Leave of Absence, any Monthly Benefit which becomes payable will be based on your Covered Monthly Earnings received from the Policyholder immediately prior to the date of Total Disability.
- (4) Coverage will terminate if you do not return to work as scheduled according to the terms of the Policyholder agreement with you. In no case will coverage be extended under this benefit beyond twelve (12) weeks in a twelve (12) month period. Insurance will not be terminated if you become Totally Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy.

All other terms and conditions of the Policy will remain in force while you are on an approved Family and Medical Leave of Absence.

EXTENDED DISABILITY BENEFIT

We will pay an Extended Disability Benefit to you if you:

- (1) meet all the requirements of Total Disability of the Policy; and
- (2) are receiving a Total Disability Benefit under the Policy that will be exhausted because the Maximum Duration of Benefits has ended; and
- (3) are unable to function without another person's Direct Assistance or verbal direction due to:

- (a) an inability to perform at least two Activities of Daily Living (ADL) as defined; or
- (b) Cognitive Impairment as defined; and

(4) are either:

- (a) confined as an Inpatient in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital in which patients receive care from licensed medical professionals; or
- (b) receiving Home Health Care or Hospice Care; and

- (5) make a Written Request for this benefit within thirty (30) days after the Maximum Duration of Benefits has ended.

The Extended Disability Benefit:

- (1) will be an amount equal to 85% of the Monthly Benefit after offsets with Other Income Benefits which was payable prior to you qualifying for the Extended Disability Benefit up to a maximum of \$5,000 per month; and
- (2) is payable for a maximum of sixty (60) months measured from the date that the Maximum Duration of Benefits has ended.

Definitions:

"Activities of Daily Living (ADL)" means:

- (1) Bathing - the ability to wash oneself in the tub or shower or by sponge bath from a basin without Direct Assistance;
- (2) Dressing - the ability to change clothes without Direct Assistance, including fastening and unfastening any medically necessary braces or artificial limbs;
- (3) Eating/Feeding - the ability to eat without Direct Assistance, once food has been prepared and made available;
- (4) Transferring - the ability to move in and out of a chair or bed without

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Direct Assistance, except with the aid of equipment (including support and other mechanical devices); and

- (5) Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to adjust clothing without Direct Assistance.

"Cognitively Impaired" and "Cognitive Impairment" means your confusion or disorientation due to organic changes in the brain resulting in a deterioration or loss in intellectual capacity as confirmed by cognitive or other tests satisfactory to us.

"Direct Assistance" means you require continuous help or oversight to be able to perform the Activity of Daily Living (ADL).

"Home Health Care" means medical and non-medical services, provided in your residence due to injury or sickness, including: visiting nurse services; physical, respiratory, occupational or speech therapy; nutritional counseling; and home health aide services. Home Health Care services must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed home health care provider who is not a member of your immediate family. Home Health Care does not include: homemaker, companion and home delivered meals services; nor informal care services provided by your family members.

"Hospice Care" means a program of care which coordinates the special needs of a person with a Terminal Illness. Hospice Care must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed hospice care provider who is not a member of your immediate family.

"Inpatient" means a person confined in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital, for whom a daily room and board charge is made.

"Pre-existing Condition" means with respect to the Extended Disability Benefit only, any Sickness or Injury for which you received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately preceding your effective date of insurance.

"Rehabilitation Facility or Rehabilitative Hospital" means any facility or Hospital that is licensed in the state in which it is operating to provide rehabilitation services, therapy or retraining to you to enable you to walk, communicate, and/or function as a member of society.

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- (b) are no longer receiving Home Health Care or Hospice Care, or
- (4) the date you are no longer considered Cognitively Impaired; or
- (5) the date you are no longer unable to perform at least two Activities of Daily Living (ADL); or
- (6) the date you receive your 60th monthly Extended Disability Benefit payment.

The Extended Disability Benefit will not be payable for Total Disability which is caused by or results from conditions for which Monthly Benefits are specifically limited by the Policy such as: Mental or Nervous Disorders, alcoholism, drug addiction, or other Substance Abuse, musculoskeletal and connective tissue disorders, chronic fatigue syndrome, Environmental Allergic or Reactive Illness, or Self-Reported Conditions.

If the Policy contains a Survivor Benefit, Activities of Daily Living Benefit (ADL), Catastrophic Care Benefit, Supplemental Pension Benefit, Living Benefit, Cost of Living Benefit or a Conversion Privilege, such benefits are not applicable when receiving benefits under the Extended Disability Benefit.

"Skilled Nursing Home" means a facility or part of a facility that is licensed or certified in the state in which it is operating to provide Skilled Nursing Care.

"Skilled Nursing Care" means that level of care which:

- (1) requires the training and skills of a Registered Nurse;
- (2) is prescribed by a Physician;
- (3) is based on generally recognized and accepted standards of health care by the American Medical Association; and
- (4) is appropriate for the diagnosis and treatment of your Sickness or Injury.

"Terminal Illness" means a Sickness or physical condition that is certified by a Physician in a written statement, on a form prescribed by us, to reasonably be expected to result in death in less than twelve (12) months.

"Written Request" means a request made, in writing, by you to us.

Pre-existing Conditions Limitation:

With respect to the Extended Disability Benefit only, benefits will not be paid for a Total Disability.

- (1) caused by;
- (2) contributed to by, or
- (3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of twelve (12) consecutive months measured from your effective date of insurance with us.

No benefits will be paid under the Extended Disability Benefit if your Total Disability occurred before your effective date of insurance with us.

The Extended Disability Benefit will cease to be payable on the earliest of the following dates:

- (1) the date you die; or
- (2) the date you no longer meet the requirements of Total Disability of the Policy; or
- (3) the date you:

- (a) are no longer confined as an Inpatient in a Skilled Nursing Home, Rehabilitative Facility or Rehabilitation Hospital; or

Claim Procedures and ERISA Statement of Rights

REHABILITATION BENEFIT

"Rehabilitative Employment" means work in any gainful occupation for which your training, education or experience will reasonably allow. The work must be supervised by a Physician or a licensed or certified rehabilitation specialist approved by us. Rehabilitative Employment includes work performed while Partially Disabled, but does not include performing all the material duties of your Regular Occupation on a full-time basis.

If you are receiving a Monthly Benefit because you are considered Totally Disabled under the terms of the Policy and are able to perform Rehabilitative Employment, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment.

If you are able to perform Rehabilitative Employment when Totally Disabled due to Substance Abuse, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment. This Monthly Benefit is payable for a maximum of twenty-four (24) consecutive months from the date the Elimination Period is satisfied.

You will be considered able to perform Rehabilitative Employment if a Physician or licensed or certified rehabilitation specialist approved by us determines that you can perform such employment. If you refuse such Rehabilitative Employment or have been performing Rehabilitative Employment, and refuse to continue such employment, the Monthly Benefit will be reduced by 50%, without regard to the Minimum Monthly Benefit.

**CLAIM PROCEDURES FOR CLAIMS FILED WITH
RELiance STANDARD LIFE INSURANCE COMPANY
ON OR AFTER JANUARY 1, 2002**

CLAIMS FOR BENEFITS

Claims may be submitted by mailing the completed form, along with any requested information to:

Reliance Standard Life Insurance Company
Claims Department
P.O. Box 8330
Philadelphia, PA 19101-8330

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-644-1103.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

If a non-disability claim is wholly or partially denied, the claimant shall be notified of the adverse benefit determination within a reasonable period of time, but not later than 90 days after our receipt of the claim, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate that the special circumstances requiring an extension of time and the date by which the benefit determination is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

- the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an adverse benefit determination on review.

Disability Benefit Claims

A claimant shall be provided with written notification of any adverse benefit determination. The notification shall be set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an adverse benefit determination on review; and
5. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

Disability Benefit Claims

In the case of a claim for disability benefits, the claimant shall be notified of the adverse benefit determination within a reasonable period of time, but not later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided that it is determined that such an extension is necessary due to matters beyond our control and that notification is provided to the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If, prior to the end of the first 30-day extension period, it is determined that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the claimant is notified, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which a decision is expected to be rendered. In the case of any such extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

A Claimant shall be provided with written notification of any adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for

- other information relevant to the claimant's claim for benefits:
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
 5. No deference to the initial adverse benefit determination shall be afforded upon appeal;
 6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
 7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's adverse benefit determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination; and
 8. In deciding the appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the individual conducting the appeal shall consult with a health care professional.
 - (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
 - (b) who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

Appeals of adverse benefit determinations may be submitted in accordance with the following procedures to:

Reliance Standard Life Insurance Company
Quality Review Unit
P.O. Box 8330
Philadelphia, PA 19101-8330

Non-Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 60 days following their receipt of a notification of an adverse benefit determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial adverse benefit determination shall be afforded upon appeal;
6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual; and
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's adverse benefit determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination.

Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 180 days following their receipt of a notification of an adverse benefit determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and

necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension shall be furnished to the claimant prior to the termination of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

A claimant shall be provided with written notification of the benefit determination on review. In the case of an adverse benefit determination on review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;

3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable).

Disability Benefit Claims

A claimant must be provided with written notification of the determination on review. In the case of adverse benefit determination on review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable);
5. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; and
6. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency" (where applicable).

The term "Reliance Standard Life Insurance Company" means Reliance Standard Life Insurance Company and/or its authorized claim administrators.

ERISA STATEMENT OF RIGHTS

As a participant in the Group Insurance Plan, you may be entitled to certain rights and protections in the event that the Employee Retirement Income Security Act of 1974 (ERISA) applies. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interests of you and other Plan Participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

DEFINITIONS

The term "adverse benefit determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan.

The term "us" or "our" refers to Reliance Standard Life Insurance Company.

The term "relevant" means:

A document, record, or other information shall be considered relevant to a claimant's claim if such document, record or other information:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants; or
- In the case of a plan providing disability benefits, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit of the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator, if you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you may have a claim for benefits which is denied or ignored, in whole or part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal Court. If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

RELiance STANDARD
Life Insurance Company

a **DELTA** company

Home Office: Chicago, Illinois

Administrative Office: Philadelphia, Pennsylvania

LTD 114853
Ed. 10/2006

CLASS 2

APPENDIX "B"

DENTAL

ASSURANT EMPLOYEE BENEFITS DENTAL PLAN

The following is a complete list of covered dental expenses. Benefits will not be paid for expenses incurred for any service not listed in the *Plan*.

CLASS I: Preventive Dental Services

- (1) Initial or periodic oral exams, limited to 1 time in any 6-month period;
- (2) Intraoral complete series X-rays, including bitewings and 10 to 14 periapical X-rays, or panoramic film, limited to 1 time in any 60-month period;
- (3) Bitewing X-rays (2 or 4 films), limited to 1 time in any 12-month period;
- (4) Dental prophylaxis, limited to 1 time in any 6-month period;
- (5) Topical fluoride *treatment*, limited to 1 time in any 6-month period;
- (6) Sealants, limited to:
 - (a) 1 time per tooth in any 36-month period;
 - (b) Applications made to permanent molar teeth; and
 - (c) *Covered dependent* children less than age 14;
- (7) Space maintainers, including all adjustments made within 6 months of installation, limited to *covered dependent* children less than age 19.

CLASS II: Basic Dental Services - Non-Restorative

- (1) Emergency oral exams, considered for payment as a separate benefit only if no other *treatment* (except X-rays) is rendered during the visit;
- (2) Intraoral periapical X-rays;
- (3) Intraoral occlusal X-rays, limited to 1 film in any 6-month period;
- (4) Extraoral X-rays, limited to 1 film in any 6-month period;
- (5) Other X-rays (except films related to orthodontic procedures or temporomandibular joint dysfunction);
- (6) Histopathological examination;
- (7) Stainless steel crowns, limited to:
 - (a) 1 time in any 36-month period;
 - (b) Teeth not restorable by an amalgam or composite filling; and
 - (c) *Covered dependent* children less than age 19;
- (8) Pulpotomy;
- (9) Root canal therapy, including all pre-operative, operative and post-operative X-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care, limited to 1 time on the same tooth in any 24-month period;
- (10) Apicoectomy/periradicular surgery (anterior, bicuspid, molar, each additional root), including all pre-operative, operative and post-operative X-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care;
- (11) Retrograde filling--per root;
- (12) Root amputation--per root;
- (13) Hemi section, including any root removal and an allowance for local anesthesia and routine post-operative care, does not include a benefit for root canal therapy;
- (14) Periodontal scaling and root planing (per quadrant), limited to 1 time per quadrant of the mouth in any 24-month period;
- (15) *Periodontal maintenance procedure* (following active treatment), limited to 1 dental prophylaxis or 1 *periodontal maintenance procedure* in any 6-month period;
- (16) Periodontal related services as listed below, limited to 1 time per quadrant of the mouth in any 36-month period with charges combined for each of these services performed in the same quadrant within the same 36-month period:
 - (a) Gingivectomy;
 - (b) Gingival curettage;
 - (c) Mucogingival or osseous surgery;
- (17) Osseous grafts;
- (18) Pedicle grafts;
- (19) Tissue grafts;
- (20) Periodontal appliances, limited to 1 appliance in any 12-month period;
- (21) Simple extraction;
- (22) Oral surgery services as listed below, including an allowance for local anesthesia and routine post-operative care;
 - (a) Surgical extractions (including extraction of wisdom teeth);
 - (b) Alveoloplasty;

ASSURANT EMPLOYEE BENEFITS DENTAL PLAN

- (c) Vestibuloplasty;
- (d) Removal of exostosis--maxilla or mandible;
- (e) Frenulectomy (frenectomy or frenotomy);
- (f) Excision of hyperplastic tissue--per arch;
- (23) Tooth re-implantation and/or stabilization of accidentally evulsed or displaced tooth and/or alveolus;
- (24) Root removal--exposed roots;
- (25) Biopsy;
- (26) Incision and drainage;
- (27) Palliative (emergency) treatment of dental pain, considered for payment as a separate benefit only if no other *treatment* (except X-rays) is rendered during the visit;
- (28) General anesthesia and intravenous sedation, limited as follows: considered for payment as a separate benefit only when determined medically necessary and when administered in the *dentist's* office or outpatient surgical center in conjunction with complex oral surgical services which are covered under the *Plan*;
- (29) Consultation, including specialist consultations, limited as follows:
 - (a) Considered for payment only if billed by a *dentist* who is not providing operative *treatment*;
 - (b) Benefits will not be considered for payment if the purpose of the consultation is to describe the *dental treatment plan*;
- (30) Therapeutic drug injections.

CLASS II: Basic Dental Services - Restorative

- (1) Amalgam restorations, limited as follows:
 - (a) Multiple restorations on one surface will be considered a single filling;
 - (b) Benefits for the replacement of an existing amalgam restoration will only be considered for payment if at least:
 - (i) 12 months have passed since the existing amalgam restoration was placed if the *Participant* or *covered dependent* is less than age 19; or
 - (ii) 36-months have passed since the existing amalgam restoration was placed if the *Participant* or *covered dependent* is age 19 or older;
 - (c) Mesial, lingual, buccal (MLB) and distal, lingual, buccal (DLB) restorations will be considered single surface restorations;
- (2) Silicate restorations;
- (3) Plastic restorations;
- (4) Composite restorations, limited as follows:
 - (a) Mesial-lingual, distal-lingual, mesial-buccal, and distal-buccal restorations on anterior teeth will be considered single surface restorations;
 - (b) Acid etch is not covered as a separate procedure;
 - (c) Benefits for the replacement of an existing composite restoration will only be considered for payment if at least:
 - (i) 12 months have passed since the existing composite restoration was placed if the *Participant* or *covered dependent* is less than age 19; or
 - (ii) 36-months have passed since the existing composite restoration was placed if the *Participant* or *covered dependent* is age 19 or older;
 - (d) Benefits for composite resin restorations on posterior teeth will be based on the benefit for the corresponding amalgam restoration;
- (5) Pin retention restorations, covered only in conjunction with an amalgam or composite restoration, pins limited to 1 time per tooth.

CLASS III: Major Dental Services

All benefits for the services listed below include an allowance for all temporary restorations and appliances, and 1-year follow-up care.

- (1) Inlays and onlays;
 - (a) Covered only when the tooth cannot be restored by an amalgam or composite filling;
 - (b) Covered only if more than 10 years have elapsed since last placement; and
 - (c) Limited to persons over age 16;
- (2) Porcelain restorations on anterior teeth;
- (3) Crowns;
 - (a) Covered only when the tooth cannot be restored by an amalgam or composite filling;

ASSURANT EMPLOYEE BENEFITS DENTAL PLAN

- (b) Covered only if more than 10 years have elapsed since last placement; and
- (c) Limited to persons over age 16;
- (4) Recementing inlays;
- (5) Recementing crowns;
- (6) Crown build-up, including pins and prefabricated posts;
- (7) Post and core, covered only for endodontically treated teeth requiring crowns;
- (8) Endodontic endosseous implant and endosseous implant, limited as follows:
 - (a) Benefits for the replacement of an existing implant are payable only if the existing implant is:
 - (i) More than 10 years old; and
 - (ii) Cannot be made serviceable;
- (9) Full dentures, limited as follows:
 - (a) Limited to 1 time per arch unless:
 - (i) 10 years have elapsed since last replacement; and
 - (ii) The denture cannot be made serviceable;
 - (b) Additional benefits will not be paid for personalized dentures or overdentures or associated *treatment*;
 - (c) Any denture will not be paid until it is accepted by the patient;
- (10) Partial dentures, including any clasps and rests and all teeth, limited as follows:
 - (a) Limited to 1 partial denture per arch unless:
 - (i) 10 years have elapsed since last replacement (see the Denture or Bridge Replacement/Addition provision for exceptions); and
 - (ii) The partial denture cannot be made serviceable;
 - (b) There are no benefits for precision or semi-precision attachments;
- (11) Denture adjustments, limited to:
 - (a) 1 time in any 12-month period; and
 - (b) Adjustments made more than 12 months after the insertion of the denture;
- (12) Repairs to full or partial dentures, bridges, crowns and inlays, limited to repairs or adjustments performed more than 12 months after the initial insertion;
- (13) Relining or rebasing dentures, limited to:
 - (a) 1 time in any 36-month period; and
 - (b) Relining or rebasing done more than 12 months after the insertion of the denture;
- (14) Tissue conditioning, limited to repairs or adjustment performed more than 12 months after the initial insertion of the denture;
- (15) Fixed bridges (including Maryland bridges), limited as follows:
 - (a) Limited to persons over age 16;
 - (b) Benefits for the replacement of an existing fixed bridge are payable only if the existing bridge:
 - (i) Is more than 10 years old (see the Denture or Bridge Replacement/Addition provision for exceptions); and
 - (ii) Cannot be made serviceable;
 - (c) A fixed bridge replacing the extracted portion of a hemisected tooth is not covered;
 - (d) The date the bridge is cemented in the mouth will be used in determining the amount that will be applied to the *benefit year* Maximum shown in the Plan Schedule;
- (16) Recementing bridges, limited to repairs or adjustment performed more than 12 months after the initial insertion;
- (17) Non-surgical Temporomandibular Joint (TMJ) *treatment* for myofascial pain syndrome, muscular, neural, or skeletal disorder, dysfunction or disease of the Temporomandibular Joint including *treatment* of the chewing muscles to relieve pain or muscle spasm, TMJ X-rays, and occlusal adjustments, limited as follows:
 - (a) Coverage does not include an allowance for appliances for tooth movement or guidance, electronic diagnostic modalities, occlusal analysis, or muscle testing;
 - (b) The Overall Maximum Benefit for Temporomandibular Joint (TMJ) Treatment and the Benefit Year Maximum shown in the Schedule will apply.

CLASS IV: Orthodontic Dental Services

- (1) Cephalometric X-rays;
- (2) Diagnostic casts, limited to casts made for orthodontic purposes;
- (3) Surgical exposure of an impacted tooth, limited to services performed for orthodontic purposes;
- (4) Orthodontic appliances for tooth guidance; and
- (5) Fixed or removable appliances to correct harmful habits.

Benefits for *orthodontic treatment* will be provided to **Participants and their covered dependents**.

APPENDIX "C"

**BLUE CROSS BLUE SHIELD
COMMUNITY BLUE PLAN I**

SERVICES	In-Network	Out-of-Network
Preventive Care Services	*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year	
Health Maintenance Exam - includes chest x-ray, EKG and select lab procedures	Covered 100%*, one per calendar year	Not Covered
Gynecological Exam	Covered 100%*, one per calendar year	Not Covered
Pap Smear Screening - laboratory and pathology services	Covered 100%*, one per calendar year	Not Covered
Well-Baby and Child Care	Covered 100%*	Not Covered
	- 6 visits, birth through 12 months - 6 visits, 13 months through 23 months - 2 visits, 24 months through 35 months - 2 visits, 36 months through 47 months - 1 visit per birth year, 48 months through age 15	
Immunizations	Covered 100%*, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered 100%*, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered 100%*, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered 100%*, one per calendar year	Not Covered
Mammography Screening	Covered 100%, one per calendar year, no age restrictions	Covered 80% after deductible
Physician Office Services		
Office Visits	Covered - \$10 copay	Covered 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100%	Covered 80% after deductible, must be medically necessary
Office Consultation	Covered - \$10 copay	Covered 80% after deductible, must be medically necessary
Urgent Care Visits	Covered - \$10 copay	Covered 80% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered-\$50 copay, waived if admitted or for an accidental injury	Covered-\$50 copay, waived if admitted or for an accidental injury
Ambulance Services - medically necessary	Covered 100%	Covered 100%
Diagnostic Services		
Laboratory and Pathology Services	Covered 100%	Covered 80% after deductible
Diagnostic Tests and X-rays	Covered 100%	Covered 80% after deductible
Therapeutic Radiology	Covered 100%	Covered 80% after deductible
Maternity Services Provided by a Physician		
Prenatal and Postnatal Care	Covered 100% - Includes care provided by a certified nurse midwife	Covered 80% after deductible - Includes care provided by a certified nurse midwife
Delivery and Nursery Care	Covered 100% - Includes delivery provided by a certified nurse midwife	Covered 80% after deductible - Includes delivery provided by a certified nurse midwife
Hospital Care		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Non-emergency services must be rendered in a participating hospital	Covered 100% - Unlimited Days	Covered 80% after deductible - Unlimited Days
Inpatient Consultations	Covered 100%	Covered 80% after deductible
Chemotherapy	Covered 100%	Covered 80% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered 100%, Up to 120 days per calendar year	Covered 100%, Up to 120 days per calendar year
Hospice Care	Covered 100%, Limited to dollar maximum which is adjusted periodically	Covered 100%, Limited to dollar maximum which is adjusted periodically
Home Health Care	Covered 100%, Unlimited visits	Covered 100%, Unlimited visits
Surgical Services		
Surgery - includes related surgical services	Covered 100%	Covered 80% after deductible
Voluntary Services	Covered 100%	Covered 80% after deductible

COMMUNITY BLUE PPO - PLAN 1 Modified with CB-MT-\$10 and XVA Benefits-at-a Glance

SERVICES		In-Network	Out-of-Network
Human Organ Transplants			
Specified Organ Transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered 100%, Up to \$1 million lifetime maximum per transplant type	Covered - in designated facilities only, Up to \$1 million lifetime maximum per transplant type	
Bone Marrow - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered 100%	Covered 80% after deductible	
Kidney, Cornea and Skin	Covered 100%	Covered 80% after deductible	
Mental Health Care/Substance Abuse Treatment			
Inpatient Mental Health Care	Covered 50% - Unlimited days	Covered 50% after deductible - Unlimited days	
Inpatient Substance Abuse Treatment	Covered 50%, Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	Covered 50% after deductible, Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care	Covered 50%	Covered 50%	
- Facility and Clinic	Covered 50%	Covered 50% after deductible	
- Physician's Office	Covered 50% - Up to the state-dollar amount which is adjusted annually	Covered 50% - Up to the state-dollar amount which is adjusted annually	
Outpatient Substance Abuse Treatment - in approved facilities			
Other Services			
Outpatient Diabetes Management Program (ODMP)	Covered 100%	Covered 80% after deductible	
Allergy Testing and Therapy	Covered 100%	Covered 80% after deductible	
Chiropractic Spinal Manipulation	Covered \$10 copay - Up to 24 visits per calendar year	Covered 80% after deductible - Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered 100%	Covered 100%	
- Facility and Clinic	Covered 100%	Covered 80% after deductible	
- Physician's Office - excludes speech and occupational therapy	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office		
Durable Medical Equipment	Covered 100%	Covered 100%	
Prosthetic and Orthotic Appliances	Covered 100%	Covered 100%	
Private Duty Nursing	Covered 50%	Covered 50%	
Prescription Drugs	Not Covered	Not Covered	
Deductible	None	\$250 per member, \$500 family per calendar year	
Copays			
- Fixed Dollar Copays	\$10 for office visits, manipulative treatment and \$50 for emergency room visits	\$50 for emergency room visits	
- Percent Copays	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.	
Copay Dollar Maximums			
- Fixed Dollar Copays	None	None	
- Percent Copays - excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$2,000 per member, \$4,000 per family per calendar year	
Dollar Maximums			
	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services		
Riders			
Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits		

APPENDIX "D"
HEALTH ALLIANCE PLAN

	HAP COVERAGE:	
PREVENTIVE SERVICES:	\$10 copay per visit	
Preventive Office Visits		
Periodic Physical Exams		
Well Baby/Child Exams		
Immunizations		
Routine Eye and Hearing Exams		
Related Lab Tests and X-Rays		
Pap Smears and Mammograms		
OUTPATIENT & PHYSICIAN SERVICES:	\$10 copay per visit may apply	
Office Visits		
Allergy Testing and Injections		
Other Injections		
Lab Tests & X-Rays		
Outpatient/Office Surgery & Related Services		
Radiation/Chemotherapy		
Family Planning Services		
Infertility and Related Services		
Physical, Speech and Occupational Therapy	Up to 60 visits per condition lifetime	
INPATIENT HOSPITAL SERVICES:		
Days of Care	Unlimited	
Semi-Private Room (Specialty Care Units; when medically necessary)	Covered	
Surgery and Related Services	Covered	
Anesthesia	Covered	
Related Lab Tests & X-Rays	Covered	
Related Therapy Services	Covered	
Physician/Professional Services	Covered	
HOME HEALTH CARE:		
Home Health Care (by RN or LPN)	Covered	
Hospice Care	Covered; 210 days lifetime	
MATERNITY SERVICES:		
Outpatient Prenatal and Postnatal Care	\$10 copay per visit	
Labor and Delivery	Covered	
Newborn Care in Hospital	Covered	
EMERGENCY/URGENT CARE:		
Covered in any hospital or urgent care facility when unable to reach a HAP facility; usually billed directly to HAP		
Emergency Room Services	\$50 copay per visit	
Urgent Care Facility Services	\$10 copay per visit	
Emergency Ambulance	Covered	

	HAP COVERAGE:	
CHEMICAL DEPENDENCY SERVICES:		
Inpatient Services		45 days, renewable after 60 days or state mandated annual aggregate dollar amount, whichever is greater
Outpatient Services		\$10 copay per visit; 35 visits per member per calendar year or state mandated annual aggregate dollar amount, whichever is greater
MENTAL HEALTH SERVICES:		
Inpatient Services		45 days, renewable after 60 days
Outpatient Services		\$10 copay per visit; 20 visits per member per calendar year
ADDITIONAL BENEFITS:		
Durable Medical Equipment (Wheelchairs, Special Beds, etc.)		Covered for authorized equipment
Prosthetic Appliances		Covered for authorized equipment
Orthotic Devices (Special Back Braces, etc.)		Covered for authorized equipment
Hearing Aids		Covered for authorized conventional hearing aids.
Skilled Nursing Care in Convalescent Facility		Up to 730 days, renewable after 60 days
Assisted Reproductive Technologies		One attempt of artificial insemination per lifetime.



APPENDIX "E"
SUPERIOR VISION PLAN

The Superior Wellness Program

Promoting the Early Detection of Health Problems.

Comprehensive eye examinations performed by one of the Superior Vision Plan member ophthalmologists or optometrists can lead to early detection of many diseases and physiological problems that are present in the eye or other parts of the body. Early detection can aid in prompt and effective treatment of some diseases and disorders. This can save you and your family money and preserve your health and sight.

The following is a partial list of health problems that can often be detected through regular eye examinations:

- Amblyopia (Lazy Eye).
- Astigmatism.
- Cataracts (Cloudy Lens).
- Detached Retina.
- High Blood Pressure.
- Macular Degeneration.
- Presbyopia.
- Tumors (Related to the Eye and Eye Orbit).
- Vitamin Deficiencies.
- Arteriosclerosis.
- Carcinoma.
- Diabetes.
- Glaucoma.
- Hypertension.
- Nutritional Disorders.
- Ptosis (Drooping Upper Eyelid).
- Viral & Bacterial Infections.

Signs or Symptoms Indicating You May Have a Medical Eye Problem.

If you have any of the following symptoms, contact an eye doctor.

- Blurry vision uncorrectable by lenses.
- Double vision.
- Dimming of the vision that comes and goes, or sudden loss of vision.
- Red eye.
- Eye pain.
- Loss of side vision.
- Halos (colored rays or circles around lights).
- Crossed, turned or wandering eye.
- Twitching or shaking eye.
- Flashes or streaks of light.
- New floaters (spots, strings, or shadows).
- Discharge, crusting, or excessive tearing.
- Swelling of any part of the eye.
- Bulging of one or both eyes.
- Difference in the size of the eyes.
- Diabetes.

Contact Lens Benefit

Definitions of Contact Lenses.

Contact Lenses, Elective/Cosmetic. Elective/Cosmetic contact lenses are those that are worn solely for cosmetic or convenience reasons. They are chosen because they are preferred over the wearing of conventional eyeglasses. Contact lenses covered by the Plan must contain a prescription for correcting a vision deficiency. Charges over the benefit allowance are paid directly to the provider.

Contact Lenses, Medically Necessary. These lenses must be specifically prescribed by the eye doctor to be used for the reason or reasons described below. Reimbursement for these lenses will be considered as payment-in-full when utilizing an in-network provider:

- Aphakia (after cataract surgery without implant lens). A pair of prescription single vision or multifocal eye glass lenses and an eyeframe can be provided along with contact lenses prescribed for this reason.
- When visual acuity cannot be corrected to 20/70 in the better eye except through the use of contact lenses (must be 20/60 or better).
- Anisometropia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weak eye.
- Keratoconus

Note: The narrowing of visual fields due to high minus or high plus corrections is not considered a reason for medically necessary contact lenses.

(MAY VARY BY PLAN, ETC.) Most providers charge a fee for the fitting of contact lenses. This fee is separate from the eye examination and will vary depending on the provider's fee structure policies. It will also vary due to circumstances or complexities involving the physiological condition of the eyes, the lens prescription, and the type of lenses used. The contact lens exam-fitting fee may be included in the contact lens allowance.

Refractive Surgery Discount.

Superior Vision Services, Inc. is contracting with ophthalmic refractive surgeons to provide SVS members with a 20% discount off their surgical fees for radial keratotomy (RK), photo-refractive keratotomy (PRK) and LASIK. Providers contracted are noted with a RE under their name in the SVS Provider Directory. This discount does not apply to the insured plan underwritten by ReliaStar Life Insurance.

How to Use the Plan

Procedure when using a Superior Vision Plan in-network provider:

1. Identify yourself to the in-network provider as a member of the Superior Vision Plan. You can use your I.D. card for this purpose or simply give the provider your name, employer name, and your social security number. The provider will call SVS Member Services to verify your eligibility and obtain an authorization number. The I.D. card provided to you can be used for all covered family members.
2. After eligibility is established, and an authorization number is received by the provider, services will be rendered. There is nothing else that you need to do except pay the provider directly for any appropriate copayments or charges above the covered benefits. The in-network provider handles all claims and paperwork.

Procedure when using a non-network provider:

1. To receive services from a non-network provider, it is important that you first call Superior Vision Services Member Service Department at 800-507-3800 to receive your own authorization number. By doing so, you can be assured of your eligibility and reimbursement for eligible costs.
2. After receiving services and paying in-full for the examination and/or materials, submit your original itemized billing received from the provider, along with your authorization number, to the SVS Claims Administration office listed below.
3. You will be reimbursed according to the schedule of allowances for non-network providers, less any required copayments.



Superior Vision Services, Inc.
Member Services Information
P.O. Box 967

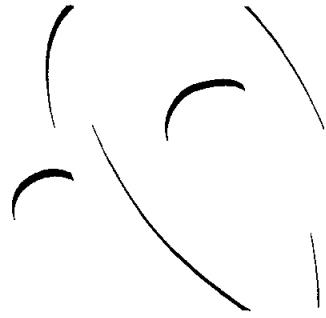
Rancho Cordova, CA 95741

For Member Services & Claims Inquiry
1-800-507-3800

www.superiorvision.com

The Superior Vision Plan is underwritten by
ReliaStar Life Insurance Company
PHILADELPHIA, PENNSYLVANIA

The
Right
Choice
for Good
Health and
Sight.



Superior Vision Plan

A Complete Provider Network

The Superior Vision provider network of ophthalmologists, optometrists and optical companies now numbers over 26,000 providers located throughout the U.S. The Superior Vision network not only brings you one of the largest panels of ophthalmologists in the nation but also one of the largest groupings of national and regional optical chain locations. Typically, chains offer one-hour and same day services and the added convenience of extended hours during the day, evenings and weekends. See the providers near you in the Superior Vision provider directory or view a provider listing at www.superiorvision.com. If your current provider is not listed, you may nominate your provider for consideration to the Superior Vision network.

Quality Assurance and Guarantees

The word "superior" is in our name because that is our commitment to provide you with the highest level of eye care available in the marketplace today. This is accomplished through a superior provider panel, through superior quality assurances being implemented with guidelines established by the National Committee for Quality Assurance (NCQA), and through superior steadfast satisfaction guarantees when services are received from participating (in-network) providers. Our Member Service Team stands ready to respond to your needs and to resolve any issues you may have regarding your vision benefit.

The Superior Vision Web Site - www.superiorvision.com

- Superior Vision Plan Members have access to the following information from the SVS web site:
- Review specific plan benefits and plan frequencies
- Verify individual and family enrollment
- Find a provider through a city/state or ZIP code accessing process
- Print a map to the provider's location
- Download forms such as the Provider Nomination Form and the Non-Network Claim Form
- Link via e-mail from the site directly to SVS Member Services

The Superior Vision Plan offers a complete complement of vision care providers representing the three "O's": ophthalmologists, optometrists and opticians.

Ophthalmologists

An ophthalmologist is a physician (doctor of medicine or doctor of osteopathy) who specializes in the comprehensive care of the eyes and visual system in the prevention of eye disease and injury. The ophthalmologist is a physician who is qualified by lengthy medical education, training and experience to diagnose, treat and manage all eye and visual system problems, and is licensed by a state regulatory board to practice medicine and surgery. The ophthalmologist is the medically trained specialist who can deliver total eye care: primary, secondary and tertiary care services (i.e., vision services, contact lenses, eye examinations, medical eye care and surgical care) and diagnose general diseases of the body.

Optometrists

Doctors of optometry (optometrists) are independent primary health care providers who specialize in the examination, diagnosis, treatment and management of diseases and disorders of the visual system, the eye associated structures, as well as the diagnosis of related systemic conditions. Doctors of optometry are specifically trained and state licensed to provide primary eye care services. These services include comprehensive eye health and vision examinations, diagnosing disorders, the prescribing of glasses, contact lenses, low vision rehabilitation, vision therapy, and other vision needs as related to occupations, avocations and lifestyles.

Opticians

Opticians are professionals in the field of designing, finishing, fitting and dispensing of eyeglasses and contact lenses, based on an eye doctor's prescription. The optician may also dispense colored and specialty lenses for particular needs as well as low-vision aids and artificial eyes.

Melvindale-Northern Allen Park Public Schools Vision Plan - Preferred Provider (PPO)/Indemnity

Outline of Benefits

Copayment \$20.00 Exam
\$20.00 Materials

In-network copayments are paid directly to the provider. Non-network copayments will be deducted from the non-network reimbursement. Materials copayments apply to lenses and/or frames, not contact lenses.

Gold Select Plan Services/Frequency

Comprehensive Exam 24 Months
Lenses 24 Months
Frames 24 Months
Contact Lenses 24 Months

Benefits	In-Network	Non-Network
Comprehensive Exam	Covered in Full	Up to \$37.00
Ophthalmologist (MD)	Covered in Full	Up to \$28.00
Comprehensive Exam	Covered in Full	Up to \$35.00
Optometrist (OD)	Covered in Full	Up to \$50.00
Standard Lenses (Per Pair):	Covered in Full	Up to \$60.00
Single Vision	Covered in Full	Up to \$95.00
Bifocal	Covered in Full	Up to \$210.00
Tirifocal	Covered in Full	Up to \$100.00
Lenticular	Covered in Full	Up to \$100.00
Contact Lenses (Per Pair)*	Covered in Full	Up to \$100.00
Medically Necessary	Up to \$100.00	Up to \$100.00
Cosmetic-Elective**	Up to \$100.00	Up to \$50.00
Frames-Standard**	Up to \$100.00	

* Contact lenses are in lieu of eyeglass lenses and frames benefit.
** The insured is responsible for paying any charges in excess of this allowance.

Discount for Additional Materials:	
- Prescription eyeglass lenses	30% off retail prices
- Eyeframes	30% off retail prices
- Add-on charges to basic lenses	20% off retail prices
- Disposable contact lenses	20% off retail prices
- All other prescription materials	20% off retail prices

Discounts are available for additional purchases of eyewear and contact lenses. Discounts are provided by Superior Vision Services contracted providers identified in the Provider Directory with a "DP". These discounts do not apply to the insured benefit plan underwritten by ReliStar Life Insurance Company.

Note: This is only a summary of the benefit plan. You may review and/or obtain a copy of the master policy and certificate of coverage by contacting your Human Resource/Employee Benefits office.

Limitations (options at additional cost)

The Superior Vision Plan is designed to provide your basic eyewear needs. It does not cover items that are considered cosmetic or elective. The following options will require an additional charge over the covered benefit. Pay any additional charges directly to your provider.

Example: Standard design bifocal lenses are a covered benefit. Blended (no-line) bifocals will require an additional charge.

- A frame that costs more than the Plan allowance.
- Additional cost for contact lenses (elective) over the allowance.
- Blended (no-line) and/or multifocal lenses.
- Beveled and/or faceted lenses.
- Coating on lenses (anti-scratch, anti-reflective, sunglass colors).
- Cosmetic lenses.
- Oversize charge for lenses larger than Plan allowance.
- Polycarbonate lenses.
- Replacement frames and/or lenses.

Exclusions (products & services not covered)

There is no benefit coverage for the following products and services.

- Conditions covered by workers' compensation.
- Eye examinations required by the employer as a condition for employment.
- Frame cases.
- Low (subnormal) vision aids.
- Non-prescription (plano) eyewear.
- Orthoptics or vision training and any associated supplemental testing.
- Progressive lenses.
- Services and materials provided by another vision plan.
- Tints (except Rose tint #1 and #2).

APPENDIX "F"

SALARY SCHEDULES

TIER 1

Class	Classification Position	Wks/ Year	Hrs	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
M-2	District Plant Engineer	52	2080	23.48	\$48,838	23.95	\$49,816	24.43	\$50,814
M-3	Custodian Day	52	2080	22.28	\$46,342	22.73	\$47,278	23.18	\$48,214
M-4	Custodian	52	2080	21.49	\$44,699	21.92	\$45,594	22.36	\$46,509
M-5	Permanent Part-Time Custodian	40	1200	21.49	\$25,788	21.92	\$26,304	22.36	\$26,832
M-6	Custodian/Courier	42	1680	21.49	\$36,103	21.92	\$36,826	22.36	\$37,565
M-7	Groundsperson I	52	2080	22.28	\$46,342	22.73	\$47,278	23.18	\$48,214
M-8	Groundsperson II	36	1440	22.28	\$32,083	22.73	\$32,731	23.18	\$33,379
M-9	Custodian/Utility	52	2080	21.49	\$44,699	21.92	\$45,594	22.36	\$46,509
CL-1	Computer Technician	45	1800	23.48	\$42,264	23.95	\$43,110	24.43	\$43,974
CL-2	C.O. Secretary - Payroll	52	2080	23.48	\$48,838	23.95	\$49,816	24.43	\$50,814
CL-3	C.O. Secretary - Accounts Payable	52	2080	22.22	\$46,218	22.66	\$47,133	23.11	\$48,069
CL-4	C.O. Secretary - Finance	42	1680	22.22	\$37,330	22.66	\$38,069	23.11	\$38,825
CL-5	Cafeteria Clerk	41	1640	20.99	\$34,424	21.41	\$35,112	21.84	\$35,818
CL-6	Curriculum Secretary	42	1680	20.99	\$35,263	21.41	\$35,969	21.84	\$36,691
CL-7	Special Education Secretary	43	1720	22.22	\$38,218	22.66	\$38,975	23.11	\$39,749
CL-8	Operations Clerk	42	1260	21.62	\$27,241	22.06	\$27,796	22.50	\$28,350
CL-9	MHS Principal Secretary	43	1720	22.22	\$38,218	22.66	\$38,975	23.11	\$39,749
CL-10	MHS Clerk	42	1680	21.31	\$35,801	21.74	\$36,523	22.17	\$37,246
CL-12	MHS Counseling Clerk	42	1260	21.31	\$26,851	21.74	\$27,392	22.17	\$27,934
CL-13	MHS/SMS Library Clerk	42	1680	20.99	\$35,263	21.41	\$35,969	21.84	\$36,691
CL-15	SMS Clerk I	42	1680	21.31	\$35,801	21.74	\$36,523	22.17	\$37,246
CL-16	SMS Clerk II	42	1680	20.99	\$35,263	21.41	\$35,969	21.84	\$36,691
CL-17	Elementary Clerk	42	1680	20.99	\$35,263	21.41	\$35,969	21.84	\$36,691
CL-19	MHS Attendance/Athletic Clerk	42	1680	20.99	\$35,263	21.41	\$35,969	21.84	\$36,691
CL-20	Network Technician	52	2080	24.50	\$50,960	24.99	\$51,979	25.49	\$53,019
C-2	Cook #1 - Base Kitchen	40	1000	20.23	\$20,230	20.63	\$20,630	21.04	\$21,040
C-3	Cook #2 - Base Kitchen	40	1000	18.46	\$18,460	18.83	\$18,830	19.21	\$19,210
C-4	Permanent Part-Time Cafeteria Worker	40		15.97	\$0	16.26	\$0	16.62	\$0
C-5	Cafeteria Coordinator	40	1000	20.23	\$20,230	20.63	\$20,630	21.04	\$21,040
T-1	Permanent Part-Time Bus Driver	40		19.20	\$0	19.58	\$0	19.97	\$0
T-2	Permanent Part-Time Spec Ed Bus Aide	40		15.49	\$0	15.80	\$0	16.12	\$0
T-3	Transportation Coordinator	52		21.62	\$0	22.06	\$0	22.50	\$0
H-1	Hall Monitor	40		15.49	\$0	15.80	\$0	16.12	\$0
H-2	Elementary Library Aide	40	1000	10.27	\$10,270	10.48	\$10,480	10.69	\$10,690

SALARY SCHEDULE - NON-TEACHING PERSONNEL

TIER 2

Class	Classification Position	Wks/ Year	Hours	2006-2007					2007-2008				
				85% Hourly Rate	90% Hourly Rate	95% Hourly Rate	100% Hourly Rate	Annual Salary	85% Hourly Rate	90% Hourly Rate	95% Hourly Rate	100% Hourly Rate	Annual Salary
M-2	District Plant Engineer	52	2080	16.97	17.96	18.97	19.97	\$41,541	17.31	18.32	19.35	20.37	\$42,372
M-3	Custodian Day	52	2080	16.11	17.05	17.99	18.94	\$39,398	16.43	17.40	18.35	19.32	\$40,186
M-4	Custodian	52	2080	15.53	16.45	17.37	18.28	\$38,019	15.85	16.78	17.72	18.64	\$38,779
M-5	Permanent Part-Time Custodian	40	1200	15.53	16.45	17.37	18.28	\$21,934	15.85	16.78	17.72	18.64	\$22,373
M-6	Custodian/Courier	42	1680	15.53	16.45	17.37	18.28	\$30,708	15.85	16.78	17.72	18.64	\$31,322
M-7	Groundsperson I	52	2080	16.11	17.05	17.99	18.94	\$39,398	16.43	17.40	18.35	19.32	\$40,186
M-8	Groundsperson II	36	1440	16.11	17.05	17.99	18.94	\$27,276	16.43	17.40	18.35	19.32	\$27,821
M-9	Custodian/Utility	52	2080	15.53	16.45	17.37	18.28	\$38,019	15.85	16.78	17.72	18.64	\$38,779
CL-1	Computer Technician	45	1800	16.97	17.96	18.97	19.97	\$35,949	17.31	18.32	19.35	20.37	\$36,668
CL-2	C.O. Secretary - Payroll	52	2080	16.97	17.96	18.97	19.97	\$41,541	17.31	18.32	19.35	20.37	\$42,372
CL-3	C.O. Secretary - Accounts Payable	52	2080	16.05	16.99	17.94	18.88	\$39,271	16.38	17.33	18.30	19.26	\$40,056
CL-4	C.O. Secretary - Finance	42	1680	16.05	16.99	17.94	18.88	\$31,719	16.38	17.33	18.30	19.26	\$32,353
CL-5	Cafeteria Clerk	41	1640	15.17	16.05	16.95	17.84	\$29,257	15.47	16.38	17.29	18.20	\$29,842
CL-6	Curriculum Secretary	42	1680	15.17	16.05	16.95	17.84	\$29,971	15.47	16.38	17.29	18.20	\$30,570
CL-7	Special Education Secretary	43	1720	16.05	16.99	17.94	18.88	\$32,474	16.38	17.33	18.30	19.26	\$33,123
CL-8	Operations Clerk	42	1260	15.61	16.52	17.45	18.36	\$23,134	15.92	16.85	17.80	18.73	\$23,596
CL-9	MHS Principal Secretary	43	1720	16.05	16.99	17.94	18.88	\$32,474	16.38	17.33	18.30	19.26	\$33,123
CL-10	MHS Clerk	42	1680	15.38	16.29	17.19	18.09	\$30,399	15.69	16.62	17.53	18.46	\$31,007
CL-12	MHS Counseling Clerk	42	1260	15.38	16.29	17.19	18.09	\$22,799	15.69	16.62	17.53	18.46	\$23,255
CL-13	MHS/SMS Library Clerk	42	1680	15.17	16.05	16.95	17.84	\$29,971	15.47	16.38	17.29	18.20	\$30,570
CL-15	SMS Clerk I	42	1680	15.38	16.29	17.19	18.09	\$30,399	15.69	16.62	17.53	18.46	\$31,007
CL-16	SMS Clerk II	42	1680	15.17	16.05	16.95	17.84	\$29,971	15.47	16.38	17.29	18.20	\$30,570
CL-17	Elementary Clerk	42	1680	15.17	16.05	16.95	17.84	\$29,971	15.47	16.38	17.29	18.20	\$30,570
CL-19	MHS Attendance/Athletic Clerk	42	1680	15.17	16.05	16.95	17.84	\$29,971	15.47	16.38	17.29	18.20	\$30,570
CL-20	Network Technician	52	2080	17.99	18.98	19.99	20.99	\$43,663	18.35	19.36	20.39	21.41	\$44,536
C-2	Cook #1 - Base Kitchen	40	1000	14.62	15.47	16.33	17.19	\$17,187	14.91	15.78	16.66	17.53	\$17,531
C-3	Cook #2 - Base Kitchen	40	1000	13.34	14.14	14.91	15.69	\$15,688	13.61	14.42	15.21	16.00	\$16,001
C-4	Permanent Part-Time Cafeteria Wkr	40	1000	11.53	12.21	12.89	13.58	\$0	11.76	12.45	13.15	13.85	\$0
C-5	Cafeteria Coordinator	40	1000	14.62	15.47	16.33	17.19	\$17,187	14.91	15.78	16.66	17.53	\$17,531
T-1	Permanent Part-Time Bus Driver	40	1000	13.87	14.69	15.50	16.32	\$0	14.15	14.98	15.81	16.65	\$0
T-2	Perm Part-Time Spec Ed Bus Aide	40	1000	11.19	11.84	12.51	13.17	\$0	11.41	12.08	12.76	13.43	\$0
T-3	Transportation Coordinator	52	2080	15.61	16.52	17.45	18.36	\$0	15.92	16.85	17.80	18.73	\$0
H-1	Hall Monitor	40	1000	11.19	11.84	12.51	13.17	\$0	11.41	12.08	12.76	13.43	\$0
H-2	Elementary Library Aide	40	1000	8.71	9.25	9.74	10.27	\$10,271	8.89	9.44	9.94	10.48	\$10,477

SALARY SCHEDULE - NON-TEACHING PERSONNEL

TIER 2

Class	Classification Position	Wks/ Year	Hours	2008-2009					Annual Salary
				85% Hourly Rate	90% Hourly Rate	95% Hourly Rate	100% Hourly Rate	100% Hourly Rate	
M-2	District Plant Engineer	52	2080	17.66	18.69	19.74	20.78	\$43,219	
M-3	Custodian Day	52	2080	16.76	17.74	18.72	19.71	\$40,990	
M-4	Custodian	52	2080	16.16	17.12	18.07	19.02	\$39,555	
M-5	Permanent Part-Time Custodian	40	1200	16.16	17.12	18.07	19.02	\$22,820	
M-6	Custodian/Courier	42	1680	16.16	17.12	18.07	19.02	\$31,948	
M-7	Groundsperson I	52	2080	16.76	17.74	18.72	19.71	\$40,990	
M-8	Groundsperson II	36	1440	16.76	17.74	18.72	19.71	\$28,378	
M-9	Custodian/Utility	52	2080	16.16	17.12	18.07	19.02	\$39,555	
CL-1	Computer Technician	45	1800	17.66	18.69	19.74	20.78	\$37,401	
CL-2	C.O. Secretary - Payroll	52	2080	17.66	18.69	19.74	20.78	\$43,219	
CL-3	C.O. Secretary - Accounts Payable	52	2080	16.70	17.68	18.67	19.64	\$40,857	
CL-4	C.O. Secretary - Finance	42	1680	16.70	17.68	18.67	19.64	\$33,000	
CL-5	Cafeteria Clerk	41	1640	15.78	16.70	17.64	18.56	\$30,439	
CL-6	Curriculum Secretary	42	1680	15.78	16.70	17.64	18.56	\$31,182	
CL-7	Special Education Secretary	43	1720	16.70	17.68	18.67	19.64	\$33,786	
CL-8	Operations Clerk	42	1260	16.24	17.19	18.16	19.10	\$24,068	
CL-9	MHS Principal Secretary	43	1720	16.70	17.68	18.67	19.64	\$33,786	
CL-10	MHS Clerk	42	1680	16.00	16.95	17.88	18.83	\$31,627	
CL-12	MHS Counseling Clerk	42	1260	16.00	16.95	17.88	18.83	\$23,721	
CL-13	MHS/SMS Library Clerk	42	1680	15.78	16.70	17.64	18.56	\$31,182	
CL-15	SMS Clerk I	42	1680	16.00	16.95	17.88	18.83	\$31,627	
CL-16	SMS Clerk II	42	1680	15.78	16.70	17.64	18.56	\$31,182	
CL-17	Elementary Clerk	42	1680	15.78	16.70	17.64	18.56	\$31,182	
CL-19	MHS Attendance/Athletic Clerk	42	1680	15.78	16.70	17.64	18.56	\$31,182	
CL-20	Network Technician	52	2080	18.72	19.75	20.80	21.84	\$45,426	
C-2	Cook #1 - Base Kitchen	40	1000	15.21	16.10	16.99	17.88	\$17,881	
C-3	Cook #2 - Base Kitchen	40	1000	13.88	14.71	15.51	16.32	\$16,321	
C-4	Permanent Part-Time Cafeteria Wkr	40	1000	11.99	12.70	13.41	14.12	\$0	
C-5	Cafeteria Coordinator	40	1000	15.21	16.10	16.99	17.88	\$17,881	
T-1	Permanent Part-Time Bus Driver	40	1000	14.43	15.28	16.13	16.98	\$0	
T-2	Perm Part-Time Spec Ed Bus Aide	40	1000	11.64	12.32	13.01	13.70	\$0	
T-3	Transportation Coordinator	52	2080	16.24	17.19	18.16	19.10	\$0	
H-1	Hall Monitor	40	1000	11.64	12.32	13.01	13.70	\$0	
H-2	Elementary Library Aide	40	1000	9.06	9.63	10.13	10.69	\$10,686	

APPENDIX "G"
DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE

All schools of the district are considered to be drug-free school zones.

The use, distribution, dispensation and/or manufacturing of controlled substances, as defined by state and federal law, by district employees on district grounds, in district buildings and/or in connection with any district activity, is prohibited.

The board's policy is that the workplace should be free from drug and alcohol abuse. Employees cannot work safely and productively if they report for work or work while they are under the influence of alcohol or drugs.

Violation of the following work rules is grounds for disciplinary action up to and including dismissal; providing the district allows the employee his/her statutory and/or contractual rights prior to any disciplinary action:

1. Possession or drinking of any alcoholic beverage on district property, including the parking lot, driveway and district vehicles at any time, including during breaks or lunch. Reporting for work while under the influence of alcohol.
2. Possession, use, distribution, sale or offering for sale of narcotics or any controlled or illegal substance, including marijuana, on district property, including the parking lot and district vehicles, at any time, including breaks or lunch. Reporting for work or working while under the influence of narcotics or any controlled or illegal substance, including marijuana, except a drug prescribed for the employee by a physician. An employee whose ability to work is impaired by a drug prescribed for the employee by a physician and used by the employee as prescribed, will not be permitted to remain at work, but will not be disciplined.

Alcohol and Drug Testing

The definitions of "under the influence of" and "requirements thereof" are in the attached DOT regulations. Any driver testing positive with an illegal or non-prescription drug will be immediately, irrefutably, and finally discharged with no arbitration.

As stated above, the board policy is that the workplace should be free from drug and alcohol abuse. With this policy, any employee testing positive with an illegal or non-prescription drug will be immediately, irrefutably and finally discharged with no arbitration.

Pre-Employment Drug Testing

All applicants for employment will be tested for drugs at the district's expense. A qualification for employment by the district is to pass the pre-employment drug test. The board will not hire any job applicant with a "positive" pre-employment drug test. The board also will not hire any job applicant who refuses to take the pre-employment drug test or to sign the consent for the test.

Any district employee who has been found guilty of violating a criminal drug statute in the workplace shall notify the superintendent within five days after a conviction relating to the drug offense.

The superintendent shall notify the appropriate federal agency within ten days after receiving notice of a workplace related drug conviction on the part of the employee.

The superintendent shall develop a drug-free awareness program for district employees. District employees who request assistance for drug counseling and/or rehabilitation shall direct their request to the superintendent. Annually, the board shall allocate funds to support the drug-free awareness program.

The superintendent shall include in the district's employee in-service program a drug-free awareness program which shall include the following information:

- a. the dangers of drug abuse in the workplace;

- b. the employer's policy of maintaining a drug-free workplace;
- c. available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties the board may inflict upon employees for drug abuse violations.

In developing the in-service program, the superintendent may utilize the services and assistance of the district's insurance carrier, local or county health departments, local or regional medical health center or other substance abuse agencies in the immediate area.