26/10 BER 947

### SHIAWASSEE INTERMEDIATE

QUALIFIED

DRIVER AGREEMENT

1991-92

1992-93

1793-94

#### PURPOSE AND INTENT

This manual is provided as a binding contract between all employed regular full-time and part-time Qualified Drivers and the Shiawassee Intermediate School District Board of Education.

The general purpose of this binding contract is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Shiawassee Intermediate School District Board of Education (Employer) and the Qualified Drivers (Employees).

The parties recognize that the interest of the school community and the job security of the Employees depends upon the Employer's success in establishing a proper and cost effective service to the community. The transportation services of special education students is, by statute, supplementary to regular transportation and the ultimate responsibility of the local school district.

To these ends, the Employer and the Qualified Drivers group encourage to the fullest degree friendly and cooperative relations at all levels and among all employees.

The Negotiating Committee and the Administration agreed to the following contents of this Agreement for the 1991-92, 1992-93, and the 1993-94 school years.

the Shiawassee Qualified Drivers' Group	Intermediate School District Board of Education		
Georgiann Welch	Donald J. Trap, Director of Special Education		
Dorothy Gallant	Patrick C. Gilbert, Superintendent		
Joan Delong			

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### ARTICLE 1 RECOGNITION: EMPLOYEES COVERED

For the purpose of this Agreement, the term "full-time" driver shall mean one who is regularly scheduled to work a minimum of 60 days with an average of 30 hours per week.

The term "part-time" driver is one who is regularly scheduled to work 60 days at 20 hours average per week up to, but not including 30 hours.

If a regular driver over a period of 90 days has a reduction in average hours per week, his/her benefits will be adjusted accordingly.

A "sub-driver" is excluded from coverage of this agreement. The term "sub driver" is one who replaces a full-time or part-time driver on a temporary basis.

# ARTICLE 2 RIGHTS OF THE BOARD

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Qualified Drivers Group, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of the Agreement. The following are not to be interpreted as abridging or conflicting with any provision in this Agreement. Such rights shall include, by way of illustration, and not by way of limitation, the right to:

- the executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours;
- hire all employees and, subject to the provisions of law and the Agreement, determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
- 3. determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
- adopt reasonable rules and regulations;

- 5. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 6. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The matters contined in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement unless by mutual consent.

Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

The listing of Specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

### ARTICLE 3 DRIVER RIGHTS

- 1. The drivers and administration recognize that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of rules or procedures by an employee reflect adversely upon the I.S.D. and create undesirable conditions. The administration, in recognition of the concept of progressive correction, shall notify the employee verbally first, then in writing, of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline which will be recorded shall be promptly reported to the offending employee. The administration and drivers' committee will use their best efforts to correct breaches of behavior by any employee.
- 2. Drivers have the right to expect instruction and inservice training in order to perform their jobs to the District's standards and to upgrade their skills.
- 3. Drivers have the right to review their evaluation records.
- 4. A driver has the right to contribute to the operation by expressing their opinions and making suggestions.

- 5. A driver has the right to a safe working environment.
- 6. A driver has the right to fair and just treatment.
- 7. Driver assistants shall be assigned to all regular pick-up and take-home bus runs for 1991-92. During the 1991-92 school year, a committee of six members, three (3) selected by the Qualified Drivers Group and three (3) by the Employer, shall meet to develop mutually agreed upon guidelines for the assignment of driver assistants to said runs. Beginning with the 1992-93 school year, the Employer shall make assignments of assistants to said runs on the basis of the developed guidelines.
- 8. In the event a driver cannot make his/her work assignment, he/she must notify the office during work hours as soon as possible. This notification shall be done in person or by telephone if possible. In the case of a route assignment, unless otherwise directed, the driver must secure the best available substitute from the list of approved drivers.

#### Definition of Driver Status

- 1. A full-time driver is one who works a minimum of 60 days with an average of 30 hours per week.
- 2. A part-time driver is one who works 60 days at 20 hours average per week up to but not including 30 hours.
- 3. A sub-driver is one who replaces a full-time or part-time driver on a temporary basis. Full-time or part-time drivers will be referred to in this Manual as a qualified driver.
- 4. If a regular driver over a period of 90 days has a reduction in average hours per week, his/her benefits will be adjusted accordingly.

#### Layoff and Recall Procedures

It is recognized and agreed that it is within the sole discretion of the employer to eliminate positions and/or reduce its work force. In order to promote the orderly layoff and recall of personnel, the following procedures will be followed:

#### Layoff Procedure:

Wherein the employer has decided to eliminate a position and/or reduce its staff, all non-seniority employees will be laid off first. If further reduction of personnel is necessary, those with the least seniority are to be laid off next.

#### Recall Procedure:

Recall of employees will be in the inverse order as above prescribed. Laid off employees with the greatest seniority shall be the first to be recalled. No new employee shall be hired for a position while employees with seniority are still on layoff.

### ARTICLE 4 GRIEVANCE PROCEDURE

- A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The termination of or failure to re-employ any probationary Employee shall not be the basis of any grievance filed under this procedure.
- 2. The term "working days" as used herein shall mean all days Monday through Friday during the calendar year but excluding Saturdays, Sundays, and holidays specified in Article 12.

#### 3. Procedure:

First Step: A claim by a driver that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement has the right to first discuss the alleged grievance with the Transportation Administrator in person or accompanied by another driver.

Second Step: If, as a result of the informal discussion, a complaint still exists, the driver has the right to discuss in person with the Special Education Director and may within five (5) working days after the occurrence of the event on which the grievance is based, put the grievance in writing to the Director of Special Education to be responded to within five (5) working days.

Third Step: If this response is not satisfactory to resolve the matter, it may be taken to the Superintendent and within ten (10) working days, if a satisfactory solution is mutually agreed upon between the Driver, Director of Special Education, and the Superintendent, the grievance resolution shall be signed.

Fourth Step: Should the grievance not be resolved at the Superintendent level, it may, within a 30-day period from the date of written grievance, be submitted in writing to the Shiawassee Intermediate School District Board of Education for disposition.

- 4. Failure to institute a grievance or appeal a decision at any level within the time limits set forth herein shall be deemed a withdraw of the grievance and all further processing of the grievance shall be barred.
- 5. Time limits may be extended if mutually agreed to by both parties.

### ARTICLE 5 SENIORITY

#### Seniority Defined

Seniority shall be defined as an employee's length of continuous employment with the employer, computed from her/his "last date" of hire within the unit as a regular full-time, regular part-time employee since which s/he has not quit, been discharged, or otherwise lost seniority due to absences occasioned by authorized paid leaves of absence, vacations, sick or accident leaves, periods when school is not in session or other periods of absence for which the employee receives compensation.

Sub bus drivers seniority will begin upon the date that such employee becomes a regular full-time or regular part-time employee.

#### Seniority - Probationary Employees

There shall be no seniority among probationary employees. New employees shall be considered probationary employees for the first sixty (60) days of work following their regular full-time or regular part-time employment in the bargaining unit. Probationary employees shall be terminable at the will of the employer.

### Seniority Lists

Following completion of their probationary period, employees shall be placed on the unit-wide seniority list. The seniority list on the date of this Agreement will show the last date of hire as a "regular full-time" or "regular part-time" name and classification of all employees entitled to seniority.

The employer will provide the Drivers with an uptodate seniority list at the beginning of each school year.

#### Loss of Seniority

By way of illustration, and not be way of limitation, employees shall lose their seniority when:

- 1. they quit.
- 2. they are discharged and the discharge is not reversed.
- they fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement.
- they fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work.
- 5. They fail to comply with the terms, conditions, and requirements established for an authorized leave of absence.
- 6. They are laid off for a period in excess of one (1) calendar year.

### ARTICLE 6 COMPENSATION

1. Drivers are paid from fifteen (15) minutes before the time they enter the roadway on route to the time they exit the roadway from the route as long as the sole use of time was for the efficient performance of duties assigned by the Transportation Administrator. The fifteen (15) minutes before entering the roadway shall be used for the pre-trip inspection. Drivers should not arrive at the first stop on the route more than five (5) minutes ahead of the necessary time in order to be on schedule.

- 2. Field trip drivers that are there and are available to work, shall be paid for the duration of the trip.
- 3. All employed drivers are qualified drivers.
- 4. Placement on the wage scale (Appendix A) will be at the First (1st) Step upon employment as a regular full-time or part-time employee. Each employee will be advanced one (1) step for one year of employment on July 1 until they reach the top step.
- 5. Reimbursement will be provided for the costs of required C.D.L. up to and including \$60.00 per person per application.

### ARTICLE 7 JOB VACANCY

- When a vacancy or newly-created position is to be filled, it shall be
  posted. Such vacancy will be filled on the basis of seniority in the area
  in which the vacancy occurs. Vacancies will be posted for a period of ten
  (10) working days. when school is in session, setting forth the requirements.
- Qualified employees interested shall apply in writing within the ten (10) day posting period. Posting of a route that is vacated during the summer break or a newly-created run, shall be posted by mail to all qualified drivers. The administration will select the best applicant available who qualifies under the criteria set forth in this manual; and if no existing driver qualifies, the administration will interview other applicants.

### ARTICLE 8 ASSIGNMENT OF WORK

#### 1. Regular Runs:

All regular runs and the route for each run shall be established by the Employer. The starting time shall be determined by the route and seasons of the year in which it is run. The fulfillment of these runs is the primary assignment of the Employee and shall take priority over the assignment of extra work.

The initial assignment of all regular runs shall be made at the annual meeting prior to the opening of school. The assignment shall be made on the basis of:

- a. efficient use of funds;
- b. location of designated vehicle station;
- c. present assignment; and
- d. seniority.

#### 2. Extra Work:

- a. Regular drivers shall sign up for extra trips at the beginning of the school year.
- b. Regular drivers availability shall be determined by their departure and arrival time on their regular routes.
- c. Extra work will be assigned on the basis of:
  - 1. efficient use of funds;
  - 2. location;
  - present assignments;
  - 4. seniority;
  - 5. equalized hours.

#### 3. 230-day and Summer Work:

When SXI and SMI programs are operating and other programs are not in session, driver assignments shall be made on the basis of seniority.

Drivers interested in summer work shall sign up at the end of the school year. Work will be distributed by seniority.

#### 4. Driver Assistant Assignment

Driver assistants will be assigned work on the same basis as drivers. When necessary, the employer may re-assign driver assistants to take the place of a driver on another run. When this occurs, the assistant will be assured at least the hours s/he would have received had the temporary re-assignment not occurred.

## ARTICLE 9 LAYOFF AND RECALL PROCEDURES

 It is recognized and agreed that it is within the sole discretion of the employer to eliminate positions and/or reduce its work force. In order to promote the orderly layoff and recall of personnel, the following procedures will be followed:

#### 2. Layoff Procedure:

Wherein the Employer has decided to eliminate a position and/or reduce staff, all non-seniority employees will be laid off first. If further reduction of personnel is necessary, those with the least seniority are to be laid off next.

### 3. Recall Procedure:

a. Recall of emloyees will be in the inverse order as above prescribed. Laid-off employees with the greatest seniority shall be the first to be recalled. No new employee shall be hired for a position while employees with seniority are still on layoff. b. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail, return receipt requested. The employee shall notify the employer of his/her intent to return on the date specified in the notice within seventy-two (72) hours of receiving the same. If the employee fails to report for work within ten (10) days of the date of mailing of notice or recall or fails to notify the employer of his/her intent to return within seventy-two (72) hours of receipt of the notice, s/he shall be considered a quit. In proper cases, exceptions may be made by the administration.

#### ARTICLE 10 LEAVES OF ABSENCE

The Intermediate School District has a right to expect its employees to be at work regularly and on time, and excessive absenteeism, even due to bonafide reasons, is a concern that will be appropriately addressed.

- 1. You are expected to call in each day unless you have specified in advance the number of days you expect to be absent.
- After a certain number of consecutive days of illness, a physician's written release may be required before you can return to work.
- 3. You may be required to have a physical examination by the Board of Education's designated physician.
- 4. Employees, while on leave as provided by this Article, shall accumulate seniority and shall be entitled to return to their previous job and position, provided said return occurs within a thirty (30) day period of time from the commencement of the leave. Extension of the non-paid leave may be granted at the sole discretion of the Board of Education. Employees returning after a period of thirty (30) days shall be entitled to return; however, not necessarily to their previous job and position.

#### Sick Leave

- The regular driver will be granted twelve (12) paid sick days per year for reasons of personal illness. All of these days, if unused, may accumulate up to one hundred twenty (120) days. On these days, the drivers should be paid at their regular rate times the regular hours the employer determines would have been worked with the driver present, not to exceed eight (8) hours per day.
- Two hundred thirty (230) day regular drivers shall receive fifteen (15)
  paid sick days and three (3) personal leave days per year. All the
  personal leave days, if unused, will be transferred to the sick leave
  accumulation.
- 3. The Board of Education reserves the right to verify use of sick leave benefits and absences. Where suspected abuse exists, the Board of Education reserves the right to demand a doctor's certificate.
- 4. Sick leave is not applicable during vacation or holidays.

#### Personal Business Days

- Two (2) normal working days of paid Personal Business Days, when approved by the Superintendent of Schools or his designee, will be granted to transact personal business that cannot be transacted at another time. Three (3) personal days shall be granted to drivers assigned to work 230 days.
- 2. An employee requesting a personal business day shall file a notice of his/her intent to take such day with the appropriate supervisor at least twenty-four (24) hours prior to the date of such leave (except in case of emergency). Such notice shall include a statement of the general nature for such request.
- 3. Personal Business Days will be based upon the actual normal work day of each employee as assigned. A normal work day is defined as the usual number of hours worked per day.
- 4. At the discretion of the immediate supervisor, Personal Business Days may be cancelled if the number of requests for any one (1) day jeopardize the orderly conduct of the transportation operations.
- 5. Both unused Personal Business Days may be added to the succeeding year's sick leave.

#### Bereavement Leave

- 1. Up to five (5) paid workdays may be granted following the death of a spouse, child, parent, sibling, grandparent, or any of the preceding who are related by marriage.
- 2. Up to three (3) paid workdays may be granted following the death of an aunt, uncle, niece, nephew, first cousin, or any of the preceding related by marriage.
- 3. Sufficient time, not to exceed one (1) paid workday, shall be granted following the death of a "close" friend.

## ARTICLE 11 JURY DUTY

An employee may be absent when called for jury duty or for a court appearance in which the employee is subpoenaed as a witness in any case connected with the employee's employment or the school. The Board agrees to pay the difference between the employee's per diem rate and the remuneration received because of such appearance except when subpoenaed by the Qualified Drivers Group in any action against the school district.

#### ARTICLE 12 HOLIDAYS

All regular drivers are eligible for pay on the listed holidays provided they work the school day immediately proceeding and following that holiday. Administratively approved sick, personal, or bereavement leaves shall count as a day worked in meeting this requirement.

- 1. Independence Day
- 2. Labor Day
- 3. Thanksgiving Day
- 4. Friday following Thanksgiving
- 5. Day preceding Christmas
- 6. Christmas Day
- 7. Day preceding New Year's Day
- 8. New Year's Day
- 9. Good Friday
- 10. Memorial Day

A paid holiday will be based on the actual normal work day of each employee as assigned. A normal day is equal to the number of hours worked per day.

## ARTICLE 13 INSURANCE AND RETIREMENT

The following fringe benefits will be provided regular drivers as defined under driver status:

- 1. A term life insurance program shall be provided. The value of the program will be \$25,000.
- 2. The Board will provide hospital-medical coverage for all employees through Blue Cross-Blue Shield in accordance with the provisions below:
  - a. Each full-time employee will have hospital-medical coverage benefits and shall be no less than as provided by full family Blue Cross-Blue Shield with MVF-2, Master Medical IV, and \$.50 Co-pay Prescription Drug Plan:
  - Each part-time employee shall receive single subscriber hospital-medical coverage.
- 3. In the event that the rates for the Blue Cross-Blue Shield medical coverage are increased and the Board desires to seek one of the alternative carriers in order to contain cost, a bid request shall be prepared and conducted by a State of Michigan Licensed Insurance Counselor to ensure that such bids contain and conform to the specification of no less benefits than the specified existing level of benefits provided in the Group Operating Agreement and its supplemental coverage agreement between Michigan Hospital Service and Michigan Medical Service and Shiawassee County Intermediate School District, dated May 1, 1975.

The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Assocation nor shall such failure be considered a breach by either of them of any obligation under this Article.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.

Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided shall commence on the first compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is employed by the Board. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

- 4. The Board shall provide for each employee a Long Term Disability Insurance Plan. Benefits shall begin on the 61st day of disability and continue at 60% of the employee's montly salary up to a maximum of \$1,500 a month with no offsets except primary social security, workmen's compensation, and teacher retirement disability benefits. Any tax sheltered annuities shall not be considered an offset. Benefits shall be payable at age 70 or until termination of disability, whichever occurs first. Payments for sick leave shall cease during the period L.T.D. benefits are being paid. Selection of the carrier shall be made by the Board.
- 5. The Board shall provide MESSA VSP-2 Vision Care Plan or a vision plan equal to the former. Any plan provided shall include internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by the carrier.
- 6. The Board will provide a dental insurance program at the level of benefits as shown in Appendix B.
- 7. Should an employee elect to take no hospital/medical insurance coverage, the Board shall apply One Hundred Dollars (\$100.00)--Fifty Dollars (\$50.00) for part-time employees--per month toward no more than three MESSA Variable Options and/or MEFSA Annuities or programs. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.
- 8. The employer will provide each new hire with the information and application forms for all insurance coverage provided through the employer. In order to be enrolled in the insurance plan(s) the employee must submit the application for coverage to the employer.

It will be the responsibility of the employee to notify the employer of any change in their dependent status. Eligibility for insurance benefits will be determined by the current policy, plan, or program.

- 9. All drivers shall receive contribution credit to the Michigan Public School Employees' Retirement Program based on the choice made prior to December 8, 1986.
- 10. All full-time drivers who have been employed by the Board of Education for at least five (5) consecutive years immediately preceding the effective date of retirement and who provide the Board of Education with a letter of resignation and proof of application for and receipt of retirement benefits under the Michigan School Employees Retirement System shall receive at the time of retirement, <a href="TWENTY DOLLARS">TWENTY DOLLARS</a>
  (\$20.00) per day for each day of accumulated sick leave beginning July 1, 1988.

# ARTICLE 14 WORKER'S COMPENSATION

Any work-related disability or injury shall be covered exclusively by Worker's Compensation except during the waiting period when the employee would be eligible for sick leave. It is the employee's responsibility to report any injury to his appropriate supervisor immediately.

# ARTICLE 15 MISCELLANEOUS PROVISIONS

- 1. 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. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party to this Agreement voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 2. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior written practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the employer and the Qualified Drivers Group. All matters or subjects not herein covered have been satisfactorialy adjusted, compromised, or waived by the

parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between the executed by the Qualified Drivers Group and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management's rights without prior negotiations during the life of this Agreement.

3. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such conflicting provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

#### ARTICLE 16 SCHOOL CLOSING

When a driver's route is reduced due to inclement weather or unscheduled school closing of an emergency nature, they will be paid the hours which would have been normally scheduled. All drivers must be available for work if requested by the immediate supervisor. If these days or time are required to be rescheduled, the driver will not be paid for the make-up time. In any event, the driver will not be paid twice for the emergency closing time and the make-up time.

# APPENDIX A DRIVER SALARY PROPOSAL

		5.5%	
LEVEL	1991-92	1992-93	1993-94
I	7.29	7.69	4.5% - 6.0%
II	7.70	8.12	based on
III	8.07	8.51	C.P.I. from
IV	8.49	8.96	June, 1992 to
V	9.32	9.83	June, 1993.

#### APPENDIX B

#### DENTAL BENEFIT STRUCTURE

#### Shiawassee Intermediate School District

BASIC DENSTISTRY	ADDITIONAL (MAJOR) DENTI
Scaling and polishing of teeth (prophylaxis)	Inlays
Fillings and fee-standing crowns	Crowns
Treatment of pain (palliative treatment)	Bridges
Extractions	Dentures
Anesthetics used in connection with surgery	Crown and Bridge Repair
Root Canals	Partial Dentures
Oral Surgery	
Diagnostic X-rays	
Denture Repairs	
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The pian will pay 75% of the eligible expense incurred by the participant. The amount payable will be increased by 5% the first year, then 10% each subsequent calendar year (to 100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basic Services, which were recommended by the dentist as a result of such visits, were completed during that calendar year.

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The plan will pay 50% of the eligible expense incurred by the participant during the remainder of the calendar year.

STRY

If, during any calendar year, the conditions listed were not satisfied, the Basic Benefit percentage reverts back to the original percentage as described above.

### COMBINED BASIC AND MAJOR MAXIMUM

Annual maximum per participant per calendar year - \$1,000.

#### SUPPLEMENTAL ORTHODONTIC BENEFITS

Orthodontic benefits are provided only for qualified dependent children to age nineteen. A separate lifetime deductible has been satisfied, the plan will pay 75% of the orthodontist's reasonable and customary charges up to the plan maximum of \$1,500.

NOTE: The above is a generalization of the plan's provisions and is no way intended to represent the actual policy which is the controlling document. Exact benefit provisions can be found in the employee's certificate; if you have further questions, contact your employer and/or SET, Incorporated (1-800-292-5421).