

BUS DRIVERS

AGREEMENT

between the

BAY CITY BOARD OF EDUCATION

and the

**UNITED STEELWORKERS
AFL-CIO-CLC
Local Union No. 7380-01**

EFFECTIVE FROM

September 1, 2018
through
August 31, 2021

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**AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION AND
UNITED STEELWORKERS AFL-CIO
Local Union No. 7380**

THIS AGREEMENT entered into this 21st day of May, 2018 to be effective as set forth in Article 25 and Schedule "A" hereof, by and between the Board of Education of the City of Bay City, Michigan hereinafter called the "Board" and the United Steelworkers, AFL-CIO, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, and as amended by later acts, to bargain with the Union as the representative of its school bus drivers with respect to hours, wages, terms and conditions of employment.

Definition of Employee: The term "employee" as used in this Agreement shall mean all school bus drivers, benefit substitute(s), guaranteed substitute(s), dispatcher(s), and such other employees of the Board as the Board and the Union may agree to.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

PREAMBLE

Section 1.1

In an effort to build a harmonious working relationship, the parties agree as a way of business to install the Target Specific Bargaining process in all areas of mutual problem solving within the Transportation Department. This process includes the following points:

- The parties will thoroughly investigate the situation before discussing,
- The parties will use true information and data to drive the answers, and
- The parties, when disagreeing will do it respectfully.

ARTICLE II
RECOGNITION

Section 2.1

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, and as amended by later acts for school bus drivers, but excluding supervisory administrative personnel. The term "employees", then used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined; and references to male employees shall include female employees.

Section 2.2

It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, or sexual orientation. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

Section 2.3

The Board agrees not to negotiate with any organization representing the employees covered by this Agreement, other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms and procedures of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

Section 2.4

Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other laws of Michigan or the Constitutions of Michigan and the United States, the rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

PAYROLL DEDUCTIONS

Section 3.1

Any deduction shall be in compliance with state and federal law.

Section 3.2

The Union will be notified in writing of all newly hired employees who elect to join the Union. Said notice shall include name, date of hire, address and telephone.

Section 3.3

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, insurance programs, or any other plans or programs jointly approved by the Union and the Board to the extent permitted by law.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1

Pursuant to Act 336 Public Acts of Michigan for 1947, as amended, the parties hereby agrees that every employee of the bargaining unit shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the cover of law of the State of Michigan, the parties undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his or her participation or non-participation in the Union, their participation or non-participation in any activities of the Union or collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 4.2

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or a mutually agreed upon arbitrator pursuant to the provision of the Agreement.

Section 4.3

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Building Administrator. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union and its members.

Section 4.4

The Board agrees to furnish to the Union, in response to reasonable requests from time to time available information concerning financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedures.

ARTICLE V

RIGHTS OF THE BOARD OF EDUCATION

Section 5.1

It is hereby recognized by all parties hereto that the Board, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States. It is further recognized that the exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 5.2

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this agreement because it is legally required by state law. It is noted the union does not agree or acknowledge this provision as binding and reserves all rights to assert this clause as unenforceable.

ARTICLE VI

COMPENSATION

Section 6.1

The employees covered by this Agreement shall be paid in accordance with the wages described in the attached Schedule "A".

Section 6.2

a) Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one week, whichever is greater, but not both. Time and one-half will be paid for all Saturdays. Double time will be paid for all Sundays and Holidays. The provision for time and one-half over eight (8) hours in any one day or Saturdays or double time on Sundays or Holidays shall not be applicable in any week where the particular employee is absent by reason of unexcused or unexplained absence.

b) When a member of supervision requests an employee to remain after working hours or to attend a meeting prior to the start of their shift, the employee will be notified in writing as to the time and place. Meeting will begin no more than 15 minutes before the start of a shift or no later than 15 minutes after the end of a shift. The meeting will be of reasonable duration.

Section 6.3

Regular drivers, and dispatchers, actively at work, on sick leave and/or Workers' Compensation will be paid the following holidays: Labor Day, Thanksgiving Recess, Good Friday, Memorial Day, July 4th, Christmas Day, and New Year's Day. Should a holiday fall on a Sunday, Monday shall be considered a holiday. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday. All regular drivers and dispatchers shall receive pay for their regular number of hours as in a regular work day for each of the holidays listed herein when worked. Holiday pay shall be paid in addition to payment for hours worked on said holidays. If bus drivers or dispatchers work the day before Christmas, it shall be considered a holiday.

Section 6.4

Regular drivers actively at work, on sick leave, and/or Workers' Compensation will be paid for the Christmas Recess. Dispatchers must use vacation time for the Christmas Recess.

Section 6.5

A travel allowance of \$1.25 per day will be paid as a travel allowance because of split shifts to regular drivers for the number of days worked. This payment will be made on the last day of the year. Said amount will be pro-rated where drivers do not work a full split shift.

Section 6.6

Bargaining unit members hired into this unit after August 31, 2018 will not be eligible for this provision.

Members eligible for this provision will be grandfathered and frozen at their current level of longevity pay as of August 31, 2018.

A longevity payment shall be paid according to the following schedule: Present of Maximum of Classification:

- On the 10th, 11th, 12th, 13th, and 14th year of service.....4%
- On the 15th, 16th, 17th, 18th, and 19th year of service.....5%
- On the 20th, 21st, 22nd, 23rd, and 24th year of service....6%
- On the 25th year of service and thereafter.....7%

These years shall be determined by the following method:

1) A longevity shall be set using Article IX (9.1) as a basis. From July 1, 1994 forward, starting date will be reflected back to initial starting day after completing a ninety (90) calendar day probation. An employee hired during the first half of the school fiscal year, or between July 1 and January 31, shall have a longevity date as of July 1 of the fiscal year. An employee hired during the last half of the school fiscal year or between February and June 30 shall have a longevity date as of July 1 of the following fiscal year. For example: A person hired on January 15, 2014, will have a longevity date of July 1, 2013.

2) To find the tenth, fifteenth, twentieth or twenty-fifth year of service, add nine, fourteen, nineteen or twenty-four to the seniority date year. July 1st of that year will be the date when the 4%, 5% or 6%, or 7% Longevity begins as per example.

Example	10 th Year 4%	15 th Year 5%	20 th Year 6%	25 th Year 7%
Seniority Date:	July 1, 1980	July 1, 1980	July 1, 1980	July 1, 1980
Add Years:	9	14	19	24
Longevity Begins:	July 1, 1989	July 1, 1994	July 1, 1999	July 1, 2004

Section 6.7

Within 30 days after the end of each period noted in the schedule below, the district shall make a payment to each employee in the amount of 1% of total compensation during the period provided employee has not more than two and one half days of absence for any reason during the period. Days off due to union business, jury duty, substantiated worker compensation absences, paid non-school day compensation in accordance with Section 6.9 and 12.210, or bereavement leave in accordance with Section 13.200 (immediate family) do not count as an absence.

Periods are:

- Start of regular school year to the end of first semester.
- Start of second semester to end of regular school year.

Section 6.8

A unit member having 15 years or more of service and having no negative written evaluations and no written discipline during the preceding two (2) years shall be paid at an hourly rate reflecting an additional 1% of the base salary indicated in Schedule A.

The fifteenth year of service shall be determined as defined in Section 6.6.

Section 6.9 Dispatcher Vacation Time

Vacations are earned and taken in the same fiscal year July 1 through June 30.

Vacations will be granted to dispatchers who have worked 52 weeks during the previous year (excluding any vacation time) as follows:

- 1) After one (1) year of service to the Bay City School District Bus Drivers' represented by USW Local 7380 ending on June 30, which is determined by adding one (1) year to the longevity date year, five (5) days vacation at current rate of pay, excluding overtime.
- 2) After the fifth full year of service to the Bay City School District Bus Drivers' represented by USW Local 7380 starting July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional vacation day per year until a maximum of twenty (20) days paid vacation at current rate of pay, excluding overtime.
- 3) All vacation time must be used during the year granted and cannot be carried over into the succeeding year unless granted by special written permission of the Director of Transportation. The decision is final and not subject to the grievance procedure.
- 4) Vacation may be split into one or more weeks, or one day at a time, and at a time chosen by the employee, providing that such scheduling does not

interfere with the operation of the Transportation Department.

- 6) When a holiday is observed during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

ARTICLE VII

JOB CLASSIFICATION

Section 7.1

A regular driver is an employee who has completed his initial ninety (90) calendar day with a minimum 45 work day probationary period and has been awarded route(s) through the posting procedure.

Section 7.2 **Guaranteed Substitute**

A Guaranteed Substitute is a new hire who shall work for a 45 work day probationary period.

A Guaranteed Substitute is one who has not been awarded a route(s), but may fill in for regular drivers, does other work assigned to him/her in the yard, or may drive extra trips when regular drivers are not available.

Section 7.3 **Benefit Substitute Driver**

After all routes have been awarded via seniority, thus establishing regular driver status, the next three (3) drivers in the Guaranteed Substitute grouping shall be declared and awarded "Benefit Substitute Driver" status.

Section 7.4

When a new job is created or an existing job substantially changed, resulting in a new wage rate, the employee or employees affected may at any time within thirty (30) days (except where the parties otherwise mutually agree) file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the unit. Such grievance shall be submitted in the third step of the grievance procedure in this Agreement. If the grievance is submitted to arbitration, the decision of the arbitrator shall be final and binding as of the date the employee was assigned to the new job.

ARTICLE VIII
HOURS OF WORK

Section 8.0

Driver hours shall be determined as follows:

Driver time, including one-half (1/2) hour clean-up, shall be determined by route(s) as posted by Supervisor. Said routes shall have been calculated utilizing a computerized scheduling program prior to the initial posting of District routes. A Union team of four (4) members may review all tentative route(s) prior to the initial bid. Route time may later be adjusted for cause.

The period of one-half (1/2) hour clean-up shall allow each driver to:

- a) Gas any bus driven
- b) Perform bus cleaning chores, such as sweeping, washing windows/mirrors/etc., and other such items which may need attention.

Section 8.1

Drivers shall be guaranteed five (5) or more hours for all regular routes developed by the Transportation Department with no more than five drivers receiving less than five (5) hours but not less than four (4) hours of the total number of routes established by Administration for that school year.

Routes to be set by union and management to establish as many six (6) hour or more schedules as possible. Union and management will reach mutual agreement on route changes after the forty-five (45) day posting.

Dispatchers shall be guaranteed forty (40) hours per week. Dispatchers will not be used as drivers except in an emergency.

- Dispatcher hours of work and duties shall be determined by management with mutual agreement and input by union leadership. Final decisions are the responsibility of management; however, decisions are subject to the Grievance procedure contained in this agreement.
- Dispatch hours of work and duties may be subject to change in order to best meet the needs of the dispatch office.
- Dispatchers shall be given a minimum of five (5) working days' notice prior to changes in hours of work. Changes are subject to mutual agreement as stated above.
- Dispatchers shall be cross trained during slow times throughout the day and during slower times of the year.

Section 8.2 Pre-Trip Responsibilities

Bus Drivers are required to inspect their buses prior to each trip according to the Bay City Public Schools' Pre-Trip Form. A copy of the form must be completed and submitted for each trip to the dispatchers' office on a daily basis. Failure to complete the pre-trip form may result in loss of pay and/or disciplinary actions pursuant to the Work Rules for School Bus Drivers as contained in this agreement.

Pre-trip pay will be paid on weekly payroll check, provided that all pre-trip forms are turned in on a daily basis. Pre-trip time will be included in the bus run time for compensation purposes when members utilize a vacation day on a non-student day.

ARTICLE IX

SENIORITY

Section 9.1 Regular Employees

A regular employee is an individual who is working on an awarded route(s) as a regular driver. Said individual must successfully complete a ninety (90) calendar day with a minimum 45 work day probationary period before he/she earns "regular driver" status. Said regular drivers seniority date shall begin on his/her first (1st) work day. Full rights and all fringe benefits shall begin the first working day as a regular driver following the completion of the probationary period. During a probationary period, said employee may be transferred, laid off or terminated as exclusively determined by the Director of Transportation and Director of Human Resources & Employee Relations.

Section 9.2 Guaranteed Substitute

The Board will maintain a Guaranteed Substitute grouping of seven (7) drivers throughout the school year. The three (3) highest seniority of this grouping will be awarded "Benefit Substitute Driver" status. The remaining four (4) drivers will be guaranteed to work a minimum of twenty (20) hours per work week. Any work week in which a Guaranteed Substitute does not work twenty (20) hours, provided the substitute was available to work and did not refuse any work, they will be paid at their regular rate of pay at the Board's expense to meet the twenty (20) hour minimum.

The three (3) Benefit Substitutes will not be guaranteed the twenty (20) hour minimum pay although they will be guaranteed to work via seniority before any Guaranteed Substitute that is guaranteed the twenty (20) hour minimum works regardless of whether or not the twenty (20) hour minimum has been met. The four (4) Guaranteed Substitutes that are guaranteed twenty (20) hours minimum will work via seniority with the exception that once a Guaranteed Substitute reaches the twenty (20) hour minimum he/she may be by-passed until such time that all Guaranteed Substitutes reach the twenty (20) hour minimum at which point work will again be assigned via seniority.

A Guaranteed Substitute is a new hire who shall work for a 45 work day probation period. Said drivers "sub" seniority date shall begin on his/her first (1st) work day. The initial period of probation may be extended an additional fifteen (15) work days by mutual agreement between Union and Management. During the probation period such employee may be laid off or terminated as exclusively determined by the Director of Transportation and/or Director of Human Resources & Employee Relations. Sub Bus Drivers whose seniority date falls on the same day shall be determined by lot. Sub Bus Drivers whose seniority date does not fall on the same day, seniority shall be granted to whoever reaches seniority first.

Section 9.3 **Selection of Employees**

Seniority shall be the basis for filling new or established vacancies, with the exception of the Dispatchers positions, which shall be appointed by the Director of Transportation and the Director of Human Resources & Employee Relations. When vacancies occur, the Director of Transportation and the Director of Human Resources & Employee Relations, or his/her designee, shall interview and select the successful candidates for the Dispatchers positions.

Section 9.4 **Loss of Seniority**

Seniority shall be lost for any one of the following reasons only:

- (a) Employee quits
- (b) Employee is discharged for just cause and not reversed through the grievance procedure
- (c) The laid-off employee is not re-employed within nineteen (19) months
- (d) If an employee is absent for three (3) consecutive work days without having called in to notify the Director of Transportation of a justifiable reason for such absence.
- (e) Employee fails to return from leave of absence during their specified time frames.

Section 9.5

An up-to-date seniority list shall be posted on the bulletin board at the yard prior to each semester.

Section 9.6

When layoffs are required, the least senior employees shall be laid off in line with their seniority date. When re-employment occurs, the reverse process will take place.

Section 9.7 Notice

When an employee is laid off for an indefinite period other than during the first ninety (90) calendar days and the layoff commences during the regular school year, he will be given a fifteen (15) day notice of such layoff. If he is laid off because of the discontinuance of a run, such employee will be entitled to five (5) days' notice. If the Board fails to give the required notice of layoff, the employee will be paid at his usual rate for that part of the notice period which he did not work. An employee leaving his position with the Board shall likewise be required to give the Board at least fifteen (15) days written notice of his intention to terminate.

Section 9.8 Super-Seniority (Regular School Year)

The following employees shall carry super-seniority for lay-off purposes as long as there is work they can perform and in which case, they shall be the last employees to be laid off and the first to return unless they elect to resign;

President of the Local if he belongs to Bargaining Unit
Three (3) Committeemen
Financial Secretary, only if from this Bargaining Unit
Treasurer, only if from this Bargaining Unit
Recording Secretary, only if from this Bargaining Unit
Unit Chairman
Unit Secretary

Section 9.9 Super-Seniority (Summer Months)

The following employees shall carry super-seniority for summer work only:

President of Local if he belongs to the Bargaining Unit
Unit Chairman
Three (3) Committee persons
These employees shall bid on such work in order of their seniority.

Section 9.10 Reduction of Routes

In the event of reduction of routes/layoff, Benefit/Guaranteed substitutes who are displaced retain the first right of recall for two (2) years from the date of displacement.

ARTICLE X

POSTING - BIDDING - ASSIGNING/VACANCIES

Section 10.1 **Posting Criteria:**

All posted route(s) will reflect the following information: Route number, vehicle assigned, start and end time, total work time, and school/level.

Vehicles may be re-assigned to accommodate service repairs and special trips.

Section 10.2 **Postings**

Management shall determine route assignments prior to the opening of school. To the extent that routes remain substantially unchanged, drivers shall be assigned to the route held at the close of the prior school year. All routes shall be assigned in a mailing to all Unit members at least five (5) days prior to the annual Bus Driver In-Service Day. Any unfilled routes or newly created routes that are unfilled for the initial forty (40) calendar days shall be assigned to Guaranteed Substitutes based upon seniority.

In the event routes are eliminated or reduced in the number of hours needed to complete the route, the affected employee(s) shall not be reduced in hours worked per day until such time as all routes are bid. Management may either 1) continue the driver in the reduced route without a reduction in hours worked per day, 2) assign the driver to an unfilled route, or 3) conduct a bid and award all routes by seniority on the annual bus driver in-service day.

In the case that a bid is conducted on the annual bus driver in-service day, all drivers in attendance shall bid in line with their seniority or the Union shall bid on their behalf.

When all routes have been awarded, the remaining drivers will be declared substitutes. The three (3) Guaranteed Substitutes with the highest seniority shall then be declared "Benefit Substitutes."

Management and the Union shall mutually agree to the adjustment, addition, or deletion of routes/runs as necessary to meet the needs of students throughout the school year. In the event routes are reduced or eliminated after the first forty (40) days, affected employees shall not be reduced in hours worked per day provided that such employees remain available and on site for other assignments as determined necessary by the transportation supervisor or designee in accordance with the starting and stop times awarded by bid.

"Long-term" illness or "Workers' Compensation" employees will be allowed to participate in the "bid" process.

Section 10.3 Posting - Within First Month:

Following the start of school, necessary route adjustments shall be made. The bid shall be held the first Wednesday in October. Route changes would be in effect the first Monday following the bid.

Section 10.301

- Union leadership team and Management representative(s) will meet five (5) working days prior to the scheduled bid process to review any route changes.
- The morning following the above mentioned meeting, route sheets shall be posted to the membership in the designated area for posting information to staff for a period of two (2) working days.
- During the membership review, management will make any necessary changes and notify membership by posting updates in the designated area for posting information to staff.
- This process will allow the membership to review the route sheets and make corrections for a period of two (2) working days.
- On the day prior to the annual bid process, the Union leadership team and Management representative(s) will meet to review all changes. No changes will be permitted after this meeting except for true, unforeseen changes. Changes due to extenuating circumstances will require the agreement between Union and Management.
- Management representative(s) will place route sheets to be used for annual bid in each driver's mailbox by 2:00 p.m. on the day prior to bid.

Section 10.302 Pre-bid process for any August job bid meetings

- Union leadership team and Management representative(s) will meet five (5) working days prior to the scheduled bid process to review any route changes.
- The morning following the above-mentioned meeting, route sheets shall be mailed to the membership. Corrections must be made by members prior to 5:00 p.m. two (2) working days prior to the bid.
- During the membership review, management will make any necessary changes and notify membership verbally the day of bid prior to the start of the bid.
- This process will allow the membership to review the route sheets and make corrections for a period of two (2) working days.
- On the day prior to the annual bid process, the Union leadership team and Management representative(s) will meet to review all changes. No changes will be permitted after this meeting except for true, unforeseen changes. Changes due to extenuating circumstances will require the agreement between Union and Management.

Section 10.4 Postings - After 40th Calendar Day:

Postings in this category are initiated by a permanent vacancy or a route being adjusted by more than thirty (30) minutes per school year. Exceptions will be approved by mutual agreement between Union and Management and will be limited to 45 calendar days. Routes or runs which become available due to permanent vacancy and are deemed by mutual agreement between union and management to be no longer necessary are not

subject to posting or continuance. Due to the inconsistent nature of routes involving transportation of handicapped students, adjustment of such routes is exempt from such posting.

Section 10.5 Posting Issues:

Once routes have been established, drivers may not adjust routes or stops without written permission from Management.

Drivers will assume awarded route(s) and duties the Monday following any award.

When a permanent vacancy occurs beyond the initial forty (40) calendar day period, it shall be posted within five (5) days and the bid/award meeting shall be held within three to five (3-5) days following the posting.

The most senior guaranteed substitute driver shall be awarded the vacancy. Should the senior guaranteed substitute driver refuse the award, Work Rules - Group "B" shall be in effect.

Section 10.6 - Vacancies

"Permanent" vacancies are those created by driver death, retirement, quit, discharge, declared permanently disabled, etc. Said vacancies shall be posted within ten (10) days. This time limit may be extended by mutual agreement of the parties.

A "temporary" vacancy is any vacancy which is not described above and shall be filled with a Guaranteed Substitute.

Section 10.7- Dispatcher Position Posting

Dispatcher vacancies shall be posted to the Bargaining Unit members for a period of not less than five (5) calendar days, unless otherwise agreed to by both parties. Each bargaining unit member shall be notified in writing of the vacancy. Written notification shall be done by inter-school mail during the school year and by US mail during any period when school is not in session or when the Bargaining Unit member is on leave or laid off. The vacancy will also be posted at the District's Transportation building and electronically on any District-based communication website established. It is the Bargaining Unit member's responsibility to notify the District of any changes of address or summer address information. This will be considered as the complete process and satisfies the District's obligation to notify Bargaining Unit members. Bargaining Unit members that wish to apply to said vacancies must apply through the District's online application system.

ARTICLE XI

BUS DRIVER EDUCATION CLASSES

Section 11.1

All employees must attend the School Bus Driver Education classes except when on sick leave or Workers' Compensation. The compensation for such attendance shall be for the hours spent in class at the employee's regular hourly rate as published in Schedule "A". No pay may be received by an employee for attending classes while on sick leave or Workers' Compensation. All bus drivers must meet State Department of Education regulations. Drivers who are ineligible, or new drivers, shall complete twelve (12) hours of classes and shall be paid by the Board. The hours of class each year for all other drivers shall be set by the Director of Transportation. Bus drivers will be reimbursed fifty dollars (\$50.00) for CDL renewal once the member provides verification of payment to the District. Members will not be paid for the time spent to attain the CDL license.

Section 11.2

The Director of Transportation shall apply for a certificate of enrollment of a temporary permit for new drivers and employees returning from sick leave or Workers' Compensation who are ineligible due to lack of courses.

Section 11.3

The Bay City Bus Drivers shall attend Bay City Public Schools Bus Drivers' Education classes. Absences from said classes shall only be with written authorization of the Director of Transportation.

Section 11.4

The reimbursement rate for In-Service days shall be the driver's hourly rate as stated in Schedule "A" for the hours of required participation as defined by the Director of Transportation.

ARTICLE XII

SICK LEAVE

Section 12.100

The primary purpose of the sick leave allowance is to cover the regular full time driver/employee and his/her absence from work because of personal illness sufficiently severe that it would make his/her association with children inadvisable. Sick leave also applies to absences as provided in Article XIII, Sections 13.101 and 13.102.

Section 12.200

The amount of sick leave for regular full time drivers/employees shall accumulate at the rate of six (6) days per semester. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

For the 2018/2019 school year only, two (2) additional days of sick leave will be added to the balances of members hired prior to September 1, 2018.

Section 12.210 Non School Day Compensation

Employees (excluding Dispatchers) qualifying for non-school day compensation, will receive pay for their regular number of hours as in a regular work day at their current rate of pay for non-school days up to the allotments outlined below and shall be deducted from their personal sick leave allotment:

<u>Bay City Public School Seniority Years</u>	<u>Non-School Day Compensation</u>
Year 1	One (1) day per semester
Year 2	One (1) day per semester
Year 3	One and a half (1.5) day per semester
Year 4	One and a half (1.5) day per semester
Year 5	Two (2) days per semester
Year 6	Two (2) days per semester
Year 7	Two and a half (2.5) days per semester
Year 8	Two and a half (2.5) days per semester
Year 9 and more	Three (3) days per semester

- Non-school day compensation shall be required to be taken during non-student days. It may be utilized during non-paid student breaks including the summer months. In order to receive compensation for non-school days during these non-paid time frames, the minimum of ten (10) working days' notice will apply. Payments during the summer months, will be made during the first pay period of the month; therefore, notification for payments during July and August must be at least ten (10) working days prior to the beginning of the month.
- A minimum of ten (10) working days' notice will be given to the Director of Transportation Requests for non-school day compensation not submitted in appropriate time limit will not be paid.
- Non-school day compensation time may accumulate to a maximum of twenty (20) days.
- Accumulated non-school compensation time shall be paid at the current rate of pay for the regular number of hours worked in a normal workday at time of retirement, resignation, termination, or death.
- No employee will be credited with non-school day compensation while drawing from their own accumulated sick leave until they have reported back to work.
- There will be no borrowing of personal sick leave to provide non-school day compensation time.
- The parties recognize non-school day compensation time is required ~~vacation days are~~ to be utilized on non-student days. Pre-trip time will be included in the bus run time for compensation purposes when members utilize non-school day compensation time.

Section 12.300

Any Guaranteed Substitute driver, (excluding Benefit Substitute Driver(s)), shall be entitled to one day's unpaid leave for each fifteen (15) days of worked time (including bus aiding and all other days scheduled to work) regardless of whether they drive or not. These days will be used as unpaid "sick" days and/or "vacation" days and will therefore entitle them to participate in and receive compensation for Section 6.7 and will also make them accountable for Section 12.700. Guaranteed Substitute(s) will be allowed to accumulate these unpaid leave days to a maximum of fourteen (14) days.

Section 12.301

During the time a Guaranteed Substitute is off on sick leave, if he/she has satisfied the probationary period, Section 9.2, his/her seniority shall be frozen but not accumulated for the duration of his/her sick leave. Once returned back to work, his/her seniority shall begin accumulating again.

Section 12.400

Any employee who is absent because of an injury or disease compensable under the Workers' Compensation Law shall receive from the District the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of his sick leave benefits and shall be charged against his/her sick leave. It is not the intent of the compensation benefit to allow an employee to receive more money than what would be the normal take home pay of the employee before voluntary deductions, i.e., credit union, United Fund, etc. The employee shall receive his/her regular rate of compensation from:

- (a) The District, or
- (b) The District and/or Insurance Company.

If the compensation award is made during or after the sick leave is exhausted, any resulting dollars in excess of the weekly gross amount shall be endorsed or repaid to the District.

Section 12.500

The Board shall provide bargaining unit members with a short-term disability (STD) policy with a 30-day elimination period, \$600 maximum weekly benefit, paid at 60% of basic earnings for a maximum of 22 weeks, or until a long-term disability (LTD) policy becomes payable. Members shall utilize their available sick leave accumulation during the 30 day elimination period and may also supplement the STD benefit by utilizing their available sick leave accumulation and non-school day compensation.

Section 12.600

In the event an employee who has submitted a resignation becomes eligible for sick leave before the effective date of the resignation, he shall be entitled to the personal sick leave he may have accumulated for the specific illness or accident.

Section 12.601

Before a female employee will be granted sick pay for pregnancy, she must present to the Office for Human Resources & Employee Relations a written certificate from her physician indicating that in his opinion she is no longer able to regularly perform her work because of her pregnancy condition. Should administration have any questions about the inability to work, even if there is her own doctor's statement, administration could then exercise the right to have her undergo an examination by a separate doctor engaged by the District.

An employee must notify the Director of Human Resources & Employee Relations when the baby has been delivered. Then, before the sixth pay check following delivery is issued, the employee must produce another doctor's statement saying that she is unable to return to work and the medical reasons. If the Director of Human Resources & Employee Relations does not hear from her, the sixth pay check would not be issued and he will write a communiqué to the employee asking the status of the leave.

If an employee desires to take a child rearing leave without regard to her ability to work, that would have to be done under Section 13.302 of the Agreement and would be a leave of one (1) year granted without pay. Provisions in the Master Agreement relative to extensions would still apply.

Section 12.700

Effective January 1, 2004, the following shall be used to determine if an employee has a record of excessive absenteeism (subject to the grievance procedure). Excessive absenteeism, for this purpose, shall include the use of personal sick leave only. The discipline(s) shall be traced (either added to or subtracted from) on a rolling calendar year.

6 days usage	Verbal warning
8 days usage	Written warning
10 days usage	3 days suspension no pay
12 days usage	5 days suspension no pay
14 days usage	Termination

EXAMPLE: An employee uses six (6) sick days between January 1, 2004 and January 1, 2005 shall be given a verbal warning. Once the employee has received a verbal warning this date shall be recorded and if the employee uses two more sick days within this year window, they shall receive a written warning and so on. Once this occurs and if an employee receives no more discipline, the previous discipline will regress backward according to the anniversary

date established by the earlier discipline(s) (i.e. written reversed to verbal, verbal reverts to nothing).

Based on the changes to a district-wide bi-weekly payroll system, it will become necessary to increase the response time to notify staff of excessive absenteeism pursuant to Section 12.700 of the Master Agreement. Because of payroll processing on a 2-week cycle, the known date of an infraction may be passed the intent for Administration to strive for notification within 10 working days. Therefore, the parties agree that Administration shall strive for notification within 10 working days from the end of the pay period of which the infraction took place.

Even though all members of the bargaining unit may not qualify for the provisions of the Family and Medical Leave Act of 1993 (FMLA), the parties agree to utilize the definition of absences that qualify pursuant to FMLA. Therefore, FMLA defined absences and absences due to hospitalization of the member (accompanied by doctor's verification), shall be exclusions of the provisions of Section 12.700. It is further agreed that absences defined in Article XIII are also exclusions of the provision of Section 12.700.

Section 12.800

If there is any question or doubt regarding illness of an employee, the Superintendent, or his appointee, may require a doctor's statement verifying the illness or if evidence of a consistent pattern is apparent or may require the employee to submit to a medical examination before sick leave pay is allowed or an employee is permitted to return to work after an illness. Evidence of a consistent pattern shall include, but not be limited to, days before and after holidays, certain days of the week such as Fridays and Mondays, and excessively high absentee rate.

ARTICLE XIII

LEAVE OF ABSENCE

Section 13.100

Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

Section 13.101

A maximum of five (5) days per year for a serious health condition in the immediate family as defined in 13.200. A serious health condition shall be defined as a condition requiring hospitalization or on-going care by or supervised by a licensed physician, or medical care provider. For purposes of this section, on-going care does not include routine appointments such as check-ups, flu, cold, dental cleanings, dental fillings, back adjustments, vision check-ups, etc. Use of sick leave for this purpose must be supported by a doctor's certificate describing the serious health condition for which such family member

was treated when the driver returns to work. Any deviation will be at the sole discretion of the Director of Human Resources & Employee Relations.

Section 13.102

Two (2) personal days to conduct business which cannot normally be handled outside of school hours. No more than three (3) people will be granted a personal day on any given day unless there are available Guaranteed Substitutes. At least a five (5) day notice shall be given except in an emergency. The leaves will be given in the order received at the Transportation Office. A personal day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season, except with justification, in writing, to the Director of Human Resources & Employee Relations. All requests must go through the immediate supervisor and then to the Director of Human Resources & Employee Relations.

LEAVE - NOT CHARGEABLE AGAINST SICK LEAVE:

Section 13.200

A maximum of three (3) days for a death in the immediate family; spouse, father, mother, step-mother, step-father, grandfather, grandmother, father-in-law, mother-in-law, children, grandchildren, step-children, brother, and sister. Additional time may be granted at the discretion of the Director of Human Resources & Employee Relations.

Section 13.201

One (1) day for attendance at the funeral service of any person whose relationship to the employee warrants such attendance may be granted at the discretion of the Director of Human Resources and Employee Relations.

Section 13.202

Absence when called for jury duty.

Section 13.203

Court appearance as a witness in any case connected with the employee's employment or whenever the employee is required to attend any proceeding.

LEAVE WITHOUT PAY

Section 13.300

Any employee whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for up to three (3) years. Upon return from leave, an employee shall be assigned a run, if one is available. Seniority shall accrue during such leave for up to two (2) years and frozen up to an additional year.

Section 13.301

Any employee who is prohibited from driving a school bus because of failure to meet the requirements of rules or regulations of the Michigan Department of Education and the Michigan Department of Transportation shall be given a leave of absence without pay for the period of time, not to exceed one (1) year, that is necessary to meet the requirements. Upon return from leave, an employee shall be assigned a run. Seniority shall not accrue during such leave.

Section 13.302

A child rearing leave of one (1) year shall be granted without pay. Extension may be granted for an additional six (6) months upon application, in writing, prior to March 1st. A bargaining unit member adopting a child may receive similar leave which shall commence upon entry of any court order terminating the rights of the natural parents by the Probate Court. Seniority shall not accrue during such leave.

Section 13.303

A single leave of absence without pay for a bona fide reason (which shall not include employment for another employer or self-employment, except as specifically permitted by this contract) shall be granted to employees for a period of not to exceed twenty (20) working days per school year, subject to approval by the Director of Human Resources and Employee Relations. Such leave shall not involve loss of seniority if it has been approved in advance of the Union Grievance Committee and has the written approval of the Director of Human Resources & Employee Relations. An extension may be granted by the Director of Human Resources & Employee Relations. Said decision shall be final and binding.

Section 13.304

The Board shall grant a leave of absence with accrual of seniority upon the application of any employee who accepts a position with the Local Union, International Union, federated Union bodies, and government or civic organizations; provided, however, that such employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work such employee must be able, after a physical examination on the part of the Board, to perform the work of the job to which he is returning or to such other job as he might be capable to perform and to which he might be entitled by reason of his seniority. Such leave of absence for a position with the Union or other organization mentioned herein shall be limited to a total of four (4) years including any annual extensions.

Section 13.305

Military, Reserve, or National Guard leaves of absence shall be granted consistent with state and Federal law and the FMLA.

Section 13.306

Any employee in the Bargaining Unit who has been transferred or promoted heretofore, or hereafter, from the Bargaining Unit, to a position outside the Bargaining Unit, shall have his seniority frozen and he shall not accrue further seniority until he returns to the Bargaining Unit. If said individual loses his new job (through no fault of his own), he may return to the Bargaining Unit.

ARTICLE XIV

INSURANCE PROTECTION

Section 14.0

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the District agrees to furnish to all regular full-time regular drivers covered by this Agreement the following insurance protection on this basis:

As of the effective dates hereof and subject to the clause enumerated above, the District shall provide complete health care protection for a full twelve (12) month period for all regular full-time drivers working an average of five (5) hours per day or more and his/her entire family, where applicable. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of employee and his/her eligible dependents for the following insurance program to include medical, dental, vision and hospitalization insurance.

Beginning July 1, 2015, the District shall contribute 80% of the combined costs for all health insurance programs (all-inclusive costs to the school district including health, dental, vision, life, ACA fees/taxes, etc.) and all "medical benefit plan" costs within the meaning of Public Act 152 of 2011 for regular full-time drivers working an average of five (5) hours per day or more. The District's all-inclusive (health, dental, vision, life, ACA fees/taxes, etc.) contribution shall not exceed 90% of the State statutory cap levels in place pursuant to PA 152.

For regular drivers working an average of at least four (4) hours, but less than five (5) hours per day, the District shall contribute 85% of the District's established contribution level for regular full-time drivers working an average of five (5) hours per day or more.

For regular drivers working an average of at least three (3) hours per day, but less than four (4) hours per day, the District shall contribute 50% of the District's established contribution level for regular full-time drivers working an average of five (5) hours per day or more.

Drivers working an average of less than three (3) hours per day shall, if they elect such coverage, pay the entire cost.

Health Insurance - The School District shall provide complete health care protection on a full twelve (12) month basis with either single, two-person, or full family benefit status as selected by the employee during the open enrollment period. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits. The plan year is July 1st through June 30th.

The following "Base Plan" level of co-pays, deductibles and level of Co-insurance are a 100% expense of the employee. The "Base Plan" (OPT 3) is \$1000/\$2000 Deductible, 20% Coinsurance Percentage up to a potential Max Paid Out of Pocket \$3500/\$7000, \$30/\$50 Office Visit Co-pay, \$80 Urgent Care Co-pay, \$150 ER Co-pay (See attached benefit level description for the Base Plan (OPT 3) attached to this contract). Included in the "Base Plan" health insurance are prescription benefits that have established co-payment levels of \$15/\$50 which are the responsibility at 100% paid by the employee based on the prescription category (See attached benefit levels description for prescription coverage).

Should the employee select one of the offered health insurance options other than the "Base Plan" and the option they select is at a higher annual premium cost, the employee is responsible (in addition to their cost outlined above) for 100% of the differential cost between the plan selected and the "Base Plan". Under all health insurance options offered by the Board, all co-pays, levels of deductibles and levels of co-insurance are the responsibility of the employee.

Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the employee who is unable to make their portion of the premium current.

There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance this section is void.

Section 14.1

The Board reserves the right to bid all insurance programs on the open market as long as the coverage is substantially comparable.

Section 14.2 Life Insurance

\$30,000 of group term life insurance plus a similar amount of AD & D coverage will be provided for the school year.

Section 14.3 Dental

The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium has been identified above. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. The dental insurance plan is attached to the contract.

Bi-weekly payments for the employee's portion of dental insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate coverage of the employee who is unable to make their portion of the premium current.

Section 14.4

If an employee is absent from work because of a compensable injury and has exhausted his sick leave benefits the School District shall continue to pay amounts designated in Section 14.0 for the duration of Workers' Compensation benefits.

Section 14.5 Employee Vision Care

The Board shall provide vision insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium has been identified above. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. The vision insurance plan is attached to the contract.

Bi-weekly payments for the employee's portion of vision insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased

during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate coverage of the employee who is unable to make their portion of the premium current

Section 14.6 **Annuity Language:**

In Lieu of Health - A bus driver who is covered by his/her spouse's health insurance and who chooses not to be provided with health care protection shall have the option of selecting an annuity as follows:

<u># of employees in annuity</u>	<u>Dollar amount</u>
0 - 10	\$125.00 per month
11 - 15	\$175.00 per month
16 - 20	\$200.00 per month
21 - 25	\$225.00 per month
26 - 30	\$250.00 per month

The number of employees in the annuity shall be tracked monthly and subject to change based upon the number of employees actually opting the annuity in lieu of health insurance.

A cash option is available per month under Section 125 of the Internal Revenue Code. The member will need to complete a declination form when making a decision not selecting insurance coverage.

Section 14.7

Health insurance coverage including dental/vision shall be maintained to employees on sick leave and worker's compensation for a period of up to one (1) year per occurrence. This coverage commences at the initial time of leave. Employees who are receiving payment for an accident injury (example car accident) from another entity is still entitled to the health insurance coverage pursuant to this section. However, the school district reserves the right to pursue a claim from the same entity to repay the insurance coverage cost.

Section 14.8

A Flexible Spending Account will be available for employee contribution. A copy of the plan is attached to the contract.

ARTICLE XV

TERMINAL PAY

Section 15.1

One day's pay shall be granted for each day of accumulated sick leave not to exceed \$3,500.00 upon retirement of an employee at or after the age of 50 with 10 years of service, or at the compulsory retirement age for bargaining unit members employed in this unit prior to September 1, 2018.

Bargaining unit members hired on or after September 1, 2018 shall not be eligible for this provision.

Section 15.2

In addition to the above, the School District shall pay \$50.00 per year for each year of service in this School District after ten (10) years; not to exceed \$1,000.00 for bargaining unit members employed in this unit prior to September 1, 2018.

The terminal Pay payout shall be deposited into the Paradigm Equity 403(b) account following retirement/resignation from the school district. There is no cash option.

Bargaining unit members hired on or after September 1, 2018 shall not be eligible for this provision.

Section 15.3

If an employee dies before retirement, the above severance pay shall be a death benefit for bargaining unit members employed in this unit prior to September 1, 2018. The Board shall provide a form on which the employee shall designate his/her severance pay beneficiary.

Bargaining unit members hired on or after September 1, 2018 shall not be eligible for this provision.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.10

Should differences arise between the Board and the Union, or its members employed by the Board as to the meaning and application of the provisions of the Agreement, or should any local trouble of any kind arise between the Union and the Board, there shall be no

stoppage of work by the employees covered hereby on account of such differences, but an earnest effort shall be made to settle such differences immediately in the following manner:

Step 1 Between the aggrieved employee, a unit officer and the Director, - who must give an answer within five (5) working days.

Step 2 If the grievance is not settled in Step 1, the Grievance Committee may, within ten (10) working days from receipt of the Director's answer then submit a copy, in writing, of the grievance to the Director of Transportation. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the District's representatives and the Grievance Committee for the discussion of the grievance. The decision of the District's representative shall be made in writing within five (5) working days after the meeting.

Step 3 Should Step 2 fail, a meeting must be held between representatives of the National Organization of the Union, the Grievance Committee and School Board or their representatives. Such meeting shall be held within ten (10) working days from the Board's answer in Step 2 and the Board must give its answer within ten (10) working days following such meeting. Scheduling of the aforementioned may be postponed with mutual consent. However, failure to respond to Step 3 shall result in a favorable award for the grievant.

Step 4 In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Board's answer in Step 3 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without the power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held in which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Union.

Arbitration resulting from the application of this section shall be final and binding.

The failure of a grievance to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing.

Section 16.20

The Board and Union agree to process grievances promptly in accordance with the grievance procedure.

Section 16.21

Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check. All other grievances except those described in 16.22 of this section must be processed at Step 1 within ten (10) working days from the occurrence which allegedly gave rise to the grievance.

Section 16.22

In cases of layoff, a grievance claim in that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee of the employee or employees so laid off.

Section 16.23

Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance.

Section 16.30

The employees may request to be represented by a Bargaining/Grievance Committee which shall consist of three (3) members selected by the members from the seniority list and the President of the Local and/or Unit Chairman.

Section 16.31

Alternate Committee men shall be recognized when the regular Committeeman is absent. Alternate Committeemen shall not have the super-seniority a regular Committeeman has as outlined in this Section.

Section 16.32

- a) The Board shall grant time off for union leadership to prepare for grievance meetings as unpaid time off if substitute drivers are available for coverage.
- b) The Board will pay no more than two (2) such committee members up to two (2) hours pay at their then current straight hourly rate for grievance meetings, except Step 1.
- c) The Board will also pay for the time lost for the committee members who must necessarily attend arbitration hearings pursuant to the grievance procedure.

Section 16.40

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of the president of the Local and/or Unit Chairman or a member of the Grievance Committee and such request shall not be denied.

ARTICLE XVII

MAINTENANCE OF DISCIPLINE

Section 17.1

The parties have negotiated work rules governing conduct of drivers and setting standards required for the transportation of school children and the smooth operation of the District's transportation system. The copy of said rules and penalties for violation thereof is attached to and made a part of this agreement.

Section 17.2

Individual disciplinary penalties, including discharge, shall be for just cause and may be a subject for the Grievance Procedure. Grievance involving a penalty less than discharge must be filed in the first step of the Grievance Procedure.

Grievance involving discharge may be filed in Step 3 of the Grievance Procedure for preferred handling between the parties.

Section 17.3

The President of the Local and/or Unit Chairman shall be notified, in writing, by Management of any disciplinary layoff or suspension of any employee who has acquired seniority. Such notice shall be given at the time such discipline is imposed.

ARTICLE XVIII

SAFETY AND HEALTH

Section 18.1

The Board shall make all reasonable provision for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions.

Section 18.2

A joint Safety and Health Committee shall be established by the Board and the Union, and the Union shall appoint at least two (2) members for such Committee. This committee shall meet periodically to discuss safety and health conditions within the Bargaining Unit. Should the Union or any employee feel that the safety and health provisions of this Article are being violated, they may have recourse to the Grievance Procedure.

Section 18.3

When an employee is involved in an occupational accident or sickness covered by Workers' Compensation Act, on the day of such injury the Board shall arrange transportation to the Board's approved doctor's office or hospital for such injured employee. In addition such injured employee shall be paid for any time lost from work on the day of the injury.

Section 18.4

As evidence of his or her physical fitness and mental alertness, the driver shall submit, at the School Board's expense, to a physical examination by reputable physician designated by the local Board of Education, and he or she shall present the physician's certificate to the School District as per State Law (currently once per year).

Section 18.5

The Board reserves the right to determine fitness, the legitimacy of sickness or the nature of occupational illness or accident.

ARTICLE XIX

GUARANTEED SUBSTITUTE

Section 19.1

The purpose of Guaranteed Substitutes when substituting as a bus driver is to:

- 1) Improve the transportation service to the children of the District.
- 2) To provide adequately trained responsible drivers.

Section 19.2

Guaranteed Substitutes are drivers who are not classified as regular drivers. Guaranteed Substitutes will perform the following daily functions when needed:

- 1) Substitute for regular drivers who are absent.
- 2) Drive extra trips when necessary.

- 3) Deliver buses for repair, grease, etc.
- 4) Other duties as may be assigned by Management.

Section 19.3

The three most senior substitutes shall be known as "benefit substitutes". They shall enjoy all fringes except the dental plan. They are expected to work an almost daily schedule. A benefit substitute shall be entitled to the following fringe benefits: Life Insurance benefits; Hospitalization at a level no more or less than the least pro-rated plan enjoyed by a regular driver who may have a plan less than full coverage.

Section 19.4

While substituting for a regular driver before and after a listed holiday, and in lieu of other fringe benefits, a substitute will be paid holiday pay. Said holidays are Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

Section 19.5

Guaranteed Substitutes when called in, will be guaranteed a minimum of two (2) hours.

ARTICLE XX

WORKING CONDITIONS

Section 20.1 **Inclement Weather Days**

If school has been closed because of inclement weather, each working driver shall be paid his regular rate of pay for the day.

Section 20.2

There shall be no pyramiding of snow time, irregular time, lost time, or other premium pay when a driver is on a special or extra trip and received pay for such hours worked that day.

Section 20.3

Summertime bus driving shall be assigned on a seniority basis via regular posting procedures. Applicants in excess of the number required to fill posted regular positions shall form the substitute list for all summer work including extra trips.

Section 20.4

Employees under this contract desiring to perform summertime work for the District outside of classifications covered by this Agreement may apply to the Director of Human Resources & Employee Relations after March 1st and prior to May 1st of each year.

In awarding said summertime work, consideration shall be given to experience, ability, attendance, and seniority, with any award at the sole discretion of the Director of Human Resources & Employee Relations and shall not be subject to grievance.

Section 20.5

On an annual basis, the drivers shall be offered four (4) hours of work mandatory training/in-service meetings. One (1) week prior to the beginning of the school year, the Board shall offer four (4) hours of work for the extensive cleaning of the interior of their assigned bus.

In clarification of this contractual language and based on the required information communicated during training sessions, staff are required to attend all mandatory training/in-service meeting opportunities. Staff is compensated pursuant to contract provisions for attendance at mandatory training/in-service training opportunities.

ARTICLE XXI

STRIKES AND RESPONSIBILITIES

Section 21.1

During the life of this Agreement, neither the Union nor any of its agents or persons acting in its behalf, shall cause, authorize or support, nor shall any of the members take part in any strike; that is, the concerted failure to report for work, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 21.2

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefore. Violation of this article by an employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 21.3

The Board of Education, in the event of the violation of this article, shall have the right, in addition to the foregoing to avail itself of any other remedies available at law.

Section 21.4

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any right of the Union or its members which they may have under Act 336 of the Public Acts of Michigan and for 1947 as amended, or which are otherwise provided by law.

ARTICLE XXII

EXTRA TRIPS

Section 22.10

Extra bus trips are those provided certain groups of students for field trips, athletic events or extra-curricular activities, etc.

Section 22.20

Regular drivers, including Guaranteed Substitutes, desiring to drive EXTRA trips for the regular school year shall file an application with the Director of Transportation on forms he shall provide. Applications shall be taken the first ten (10) working days of the first semester. Any driver who signs at a later date will be credited with the highest number of hours on the "Board" at the time of application.

Section 22.30

The extra trip board shall be maintained by the Director of Transportation with Union assistance. Upon written trip conformation, said trip will be posted and assigned to the driver with the lowest recorded hours.

Section 22.40

Management shall have the right to require employees to work a reasonable amount of extra trips. If no drivers are available, said trips may be contracted by outside agencies. Drivers who refuse three (3) consecutive calls without reasonable excuse shall be removed from the Extra Trip Board for the semester. Reasonable excuse is to be determined by the Director of Transportation and the bargaining unit committee.

Section 22.50

Employees will be notified as early as possible, but hopefully no later than twenty-four (24) hours prior to the scheduled trip. All extra trips worked or refused shall be recorded on the Extra Trip Board; Example: "R" - refused; "S" - sick; "NA" - not available. Posting of extra trip hours shall reflect the actual hours paid including overtime. Trip refusals and sickness will be recorded as though worked. Show up time. An employee who shows up for a trip as scheduled shall be paid a minimum of two (2) hours pay.

Section 22.60 **Contracting Out - Extra Trips**

When a requisition for a special trip or special bus or van is received by the Director of Transportation and it is, in his opinion, necessary to contract out the job, the President and/or Chairman of the Grievance Committee shall be given advance notice of such contracting out.

The Director of Transportation, or his representative, shall furnish such necessary information to the Union as is needed to justify whether or not such special trip should be contracted out.

Should the parties fail to agree, the Union may file a grievance and such grievance shall automatically be referred to the third step of the Grievance Procedure.

A. Trips which would require the use of a school bus or van unless they were not available:

- 1) Field Trips - trips which are taken primarily during school hours, are a class function, and are financed in whole or in part from general fund monies.
- 2) Spectator busses for athletic events.
- 3) Athletic team busses or van - unless busses or van cannot handle the equipment-passenger space requirements.

B. Trips which may use contracted busses are as follows:

- 1) Trips (excluding those covered in item A-2) financed by funds which are not in accounts controlled by the Bay City Public Schools.

NOTE: The van will be used for equipment hauling only and this does not mean that an equipment van must be driven by a Bay City Public Schools bus driver.

Section 22.70

Regular drivers shall not be assigned extra trips which interfere with their regular daily assignments except in an emergency.

Section 22.80

Employees on special trips shall receive their regular hourly rate plus any applicable overtime.

Section 22.90

Employees required to be out of the School District on extra trips shall be allowed allowances as follows:

Breakfast.....	\$3.00
Noon Lunch	\$4.00
Evening Dinner	\$9.00

Lodging, when required, will be paid for on the basis of an itemized invoice or receipt. The employee who is required to stay overnight shall be compensated for the hours of scheduled run (plus any additional hours required by the person in charge of the special trip) and shall not be compensated for the time that they are not on duty.

Section 22.91

Employees shall remain on site and be available to the trip manager for the duration of the trip or activity with the exception that each employee shall be entitled to one (1) thirty (30) minute lunch or dinner break for each four (4) hours of trip or activity duration. The schedule of the lunch or dinner breaks shall be with the approval of the trip manager.

ARTICLE XXIII

MISCELLANEOUS

Section 23.1

The Board shall provide suitable locked bulletin boards for Union notices to its members with a key to the bulletin board at any yard. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, or to reflect on the Board or its employees.

Section 23.2

The International Representatives of the Union shall be allowed to visit the yards during working hours provided they advise the Director of Transportation in advance of each such visit and provided further, that such visits shall not interfere with the normal performance of duties by the employees.

Section 23.3

All delegates, but not more than one (1) at any one time, so designated by the Union to attend affairs, shall be allowed time off without pay to attend Union affairs. Such delegates shall give the Director of Transportation at least ten (10) working days' notice in advance that he/she is taking such time off so that routes may be covered and not exceed five (5) days per year. If it is a necessity of the Union to have more than one employee in attendance at a Union function, additional approval may be granted by the Director of Human Resources.

Section 23.4

Employees excluded from bargaining unit shall not perform work normally covered by the Agreement except for the following reasons:

- 1) Emergency when regular or substitute employees are not available.
- 2) Instruction.

The above shall not result in displacement of any member of the Bargaining Unit.

Section 23.5

Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for emergency use of the telephone by employees shall be made available.

Section 23.6

Union representatives shall be allowed to use the phone or receive calls pertaining to Union affairs at all reasonable times provided such use of the telephone does not interfere with normal work schedules. Any expense of toll calls shall be paid for by the Union.

Section 23.7

The Board agreed that it will have this Agreement printed in its own print shop or by a Union printer. The Agreement will be printed and a copy will be provided for each member of the Bargaining Unit.

Section 23.8

If any legal action is brought against an employee by reason of any school involvement, the Board will provide such legal counsel to the employee in his defense as is permitted by law.

Section 23.9

Union and Management agree to hold a monthly meeting to improve communication and resolve minor problems. The meetings shall be held at a mutually agreeable time. By mutual agreement said meetings may be canceled.

Section 23.10

An "Emergency" is an unforeseen circumstance (or a combination of circumstances) which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE XXIV

TERMINATION

Section 24.1

This Agreement ratified by both the United Steelworkers AFL-CIO, Local Union No. 7380 and the Bay City Board of Education and become effective on September 1, 2018. For purposes of contract administration, the date of September 1, 2018 is to be used as the start date for this Agreement, including fringe benefits. This Agreement shall remain in full force and effect and be legally binding on the parties hereto through August 31, 2021, and from year-to-year thereafter unless either party serves notice in writing upon the other party at least 60 days prior to the expiration date of this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.

Section 24.2

If such notice is given, the parties shall meet within thirty (30) days to negotiate with respect to such matters.

Section 24.3

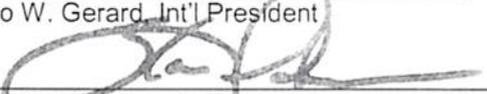
Notice in accordance with Section 24.1 above shall be given by Certified Mail, be completed by and at the time of mailing, and if given by the Board, to be addressed to the United Steelworkers, 503 N. Euclid Avenue, Bay City, Michigan; and, if by the Union, it is to be addressed to the Board of Education at 910 N. Walnut Street, Bay City, Michigan. Either party may, by like written notice, change the address to which Certified Mail notice to it shall be given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

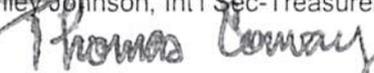
**UNITED STEELWORKERS,
AFL-CIO-CLC**



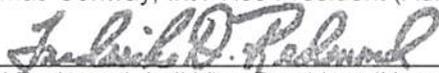
Leo W. Gerard, Int'l President



Stanley Johnson, Int'l Sec-Treasurer



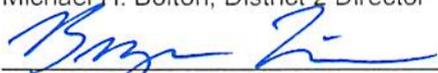
Thomas Conway, Int'l Vice President (Admin)



Fred Redmond, Int'l Vice President (Human Affairs)



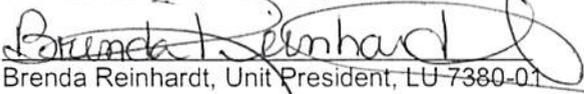
Michael H. Bolton, District 2 Director



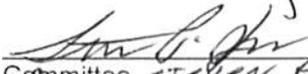
Bryan Fisher, USW Staff Representative

LOCAL UNION 7380

Thomas Mussell, President, LU 7380



Brenda Reinhardt, Unit President, LU 7380-01



Committee STEVEN P. JONAS



Committee

Committee

Signed this date:

**EMPLOYER,
BAY CITY BOARD OF EDUCATION**



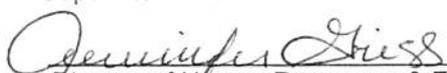
President



Secretary



Superintendent



Director of Human Resources & Employee Relations

Signed this date:

BAY CITY PUBLIC SCHOOLS

TRANSPORTATION DEPARTMENT

WORK RULES FOR SCHOOL BUS DRIVERS AND DISPATCHERS

Penalties given for violation of work rules shall not be considered after a period of one (1) year from the date thereof; except that as an arbitrator feels that it is pertinent an employee's entire work record may be considered when deciding if discipline is warranted in a given case. The Union reserves the right to file and process grievances on any penalties, written or verbal.

Management reserves the right to skip steps in the progressive discipline process as it deems appropriate based on the severity of the offense, subject to just cause.

GROUP "A"

First Offense.....Verbal Warning
Second Offense.....Written Reprimand
Third Offense.....Four (4) Days Layoff
Fourth Offense.....Discharge

- 1) Failure to maintain reasonable, adequate discipline (inability to control passengers). The issuance of Student Behavior Reports by the driver shall not be considered a violation of this rule.
- 2) Failure to report on time for designated route assignment (tardiness or absence without reasonable cause.)
- 3) The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, children and the Board of Education.
- 4) Failure to abide by the Board of Education policy and administrative procedure -- not inconsistent with the Union Contract.
- 5) Failure to attend Education Classes as scheduled by the Transportation Department.
- 6) Failure to drive assigned bus.
- 7) Failure to keep assigned vehicle clean and fully fueled (contributing to poor housekeeping -- unsanitary or unsafe condition) on a daily basis.
- 8) Failure to turn in required reports, maps and daily, weekly and monthly reports.

- 9) Gambling, lottery or any other game of chance on Board premises at any time.

Any employee who has received a written reprimand for the violation of one of the above group of rules shall, upon violation of another rule contained in this group be given another written reprimand and four (4) days layoff. The next violation of any of these rules will then be considered a third offense for penalty purposes. Any further violation of any of these rules would be considered cause for discharge.

GROUP "B"

First Offense.....Five (5) Day Layoff
Second Offense.....Discharge

- 1) Refusal by a benefit substitute to take an awarded or assigned route.
- 2) Threatening, intimidating, coercing or interfering with employees or supervision at any time.
- 3) Abusive or threatening language to parent, students, fellow employees or management.
- 4) Failure or refusal to perform work as assigned by Supervisor -- not inconsistent with the Union contract.
- 5) Fighting on premises at any time.
- 6) Reporting for work in an unsafe or unfit condition.
- 7) Willfully punching another employee's time card or permitting another employee to punch his or her time card.
- 8) Leaving the bus during route time without permission. This shall not prevent a driver from leaving his bus when no students are on board for reasons of personal relief or calling for help caused by mechanical failure of his bus.

Within the one (1) year period, if an employee received a first offense penalty for any of the rules in Group "B" and then commits another violation of any of the rules, it shall be considered as a second offense and subject to discharge.

GROUP "C"

ACCIDENTS AND TRAFFIC VIOLATIONS

The Director of Transportation may render a penalty decision after consulting with such outside sources as:

- 1) Traffic enforcement agencies
- 2) Board - Administration, and
- 3) Board - Insurance Carrier

Charges:

- 1) Accidents involving another vehicle
- 2) Accidents not involving another vehicle
- 3) Moving traffic violation
- 4) Disregard of safety rules or common safety practices
- 5) Failure to report an accident to:
 - a. Local authorities
 - b. Director of Transportation

Copies of any disciplinary action taken under this group, which may include a written warning, penalty time off or discharge, depending on the severity of the offense, together with details of the accident or traffic violation involved, shall be given the Local Chairman of the Grievance Committee and a copy to the Steelworkers' Sub-Regional representative.

GROUP "D"
PENALTY/DISCHARGE

- 1) Deliberate falsification of personnel or other records (misrepresenting ability - driving experience, etc.)
- 2) Deliberate misuse, abuse or destruction of Board property, tools, vehicles and equipment.
- 3) Deliberate removal of vehicles from the premises without proper authorization.
- 4) Immoral or indecent conduct.
- 5) Theft or misappropriation of property of employees or of the Board of Education.
- 6) Possession of firearms or other dangerous weapons without authorization.
- 7) Knowingly harboring a communicable or infectious disease which may endanger fellow employees.
- 8) Possession of drugs or intoxicants on Board property at any time or reporting for work under the influence of drugs or intoxicants.
- 9) A Guaranteed Substitute who refuses three (3) consecutive times without cause shall be terminated.

SCHEDULE "A"

SALARY DATA

The 2018-2019 Salary schedule will reflect a \$0.40 salary increase with a freeze on steps/longevity. A new wage scale below will be implemented effective September 1, 2018.

Driver Compensation:

Benefit/Guaranteed Sub:	\$12.42/hour
Step 1:	\$13.53/hour
Step 2:	\$13.77/hour
Step 3:	\$14.01/hour
Step 4:	\$14.24/hour

Dispatcher shall receive \$.27 per hour above appropriate base rate.

Bus Drivers who transport students in wheelchairs shall receive \$.25 per hour above appropriate base rate.

All staff to be compensated through Direct Deposit and/or Pay Card Option.

For the 2019/2020 school year: If the 2018/2019 audit results yield a total fund balance of at least 6%, members will receive a step increase, effective on September 1st. Members at the top of the scale will receive a \$100 off-schedule, lump sum payment, subject to all withholdings, payable on a separate check on the last payroll Friday in December.

For the 2020/2021 school year: If the 2019/2020 audit results yield a total fund balance of at least 6%, members will receive a step increase, effective on September 1st. Members at the top of the scale will receive a \$100 off-schedule, lump sum payment, subject to all withholdings, payable on a separate check on the last payroll Friday in December.