

**Bus Driver Negotiations
Tentative Agreement
4/24/2018**

Duration: 3 Year Contract (through 2021)

The parties will incorporate all previously TA'd language to this proposal.
The Union and the Board agree to withdraw all other proposals.

Wages:

- Year 1: \$0.40 increase to wage scale, implement new step scale as follows, effective 9/1/18:
 - 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

 - Members currently listed as a "first year driver" will be placed on Step 1 and members currently listed as a "second year driver" will be placed on Step 4.
 - Steps frozen for 18/19
 - Longevity eliminated for new hires after 8/31/2018, longevity shall be grandfathered and frozen at current levels for current employees.
 - Elimination of severance pay for new hires at start of new contract. Language as proposed by the Board on 2/28/18 (Sections 15.1, 15.2, 15.3).
- Year 2: 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.
- Year 3: 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.

Sick Leave Bank: Eliminate sick leave bank as proposed by the Board. Replace with a short-term disability policy with a 30-day elimination period as proposed. The District will add 2 days to members' sick balance in recognition of the assessment made from members at the start of the 17/18 school year. Language to read as follows:

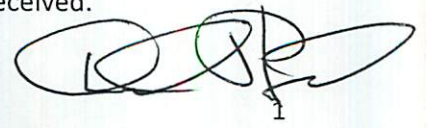
Section 12.500

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.

Health Insurance: Parties agree to discuss health insurance plans once bids are received.

TA 4/23/18
Quinn Smith
Bry L

Branda Reinhardt
Caren Richardson



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Casual Substitute Drivers: The parties agree to continue discussions through TSB meetings.

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.

~~————— In addition, a fund will be established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage. An amount equal to 40% of the District's portion of the health insurance premium relinquished by the employee will be added to a fund for any individual that selects the annuity option over the number of individuals that had selected the annuity option based upon the current census of June 1, 2015 for the 2015-16 year and the census of June 1, 2016 for the 2016-17 year. (See Attached Appendix B). Furthermore, the level of health insurance premium used for this calculation will be based on the employee's previous choice of coverage prior to selecting the annuity option, single coverage, two person coverage, or full family coverage as defined in the "Base Plan".~~

~~————— Payment of any savings over the fixed monthly annuity payment per month will be paid in a lump sum amount no later than June 30th of the fiscal year in which the annuity option was selected. The lump sum will be paid in a separate check. The member may choose a cash option payment or a 403b annuity governed by Section 125 of the Internal Revenue Code.~~

~~————— If an employee selects the annuity option or requests a change in coverage at a time other than open enrollment, the amount added to the annuity fund will be adjusted to reflect this change.~~

~~————— In the event an individual who has a spouse employed by the District (and who is currently the primary insurance holder) moves from the primary insurance holder to the annuity option, this individual will not be included in the annuity savings calculation.~~

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 B.F. BR
 CR DR

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~~_____ If an additional cost is incurred by the policyholder for the health and hospital benefits coverage through another program, employees may cancel their annuity option and obtain medical insurance benefits from the Bay City Public Schools. Neither the employer nor the Union is responsible for the results of the choice of health care coverage or an annuity option made by the employee.~~

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 and management must reply within a maximum of five (5) working days of submission before non-school day compensation can be used. Requests for non-school day compensation not submitted in appropriate time limit will not be paid, be denied and requests without a reply in appropriate time limit will be approved.~~
- 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 or the sick leave bank until they have reported back to work.
- Employees must deplete their own accumulated sick leave and non-school day compensation time before drawing from the sick leave bank.
- There will be no borrowing of personal sick leave to provide non-school day compensation time.

TA ~~BR~~ BR
B.F. ~~CR~~ DR-

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- 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.

~~Effective January 1, 2004, an employee is allowed to buy from his/her personal sick leave balance two (2) times their applicable semester schedule for non-school day compensation time to start the time bank. Employees must have enough time in their personal sick leave balance to cover such deduction.~~

Add to work rules: "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."

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's compensation absences, ~~or paid vacation~~ 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.

Section 10.4

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 a 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.

TA JS BR
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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, ~~Union Dues or Service Fees~~, United Fund, insurance programs, or any other plans or programs jointly approved by the Union and the Board to the extent permitted by law.

Section 3.4

~~The Union shall hold the District harmless on account of any dues or representation fees deducted and remitted to the Union associated with the implementation of the Article.~~

TA 3/27/18
Jennifer Weiss
Brynn
3/27/18

**Bus Driver Negotiations
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Section 4.1

Pursuant to Act 336 Public Acts of Michigan for 1947, as amended, the ~~Board~~parties hereby agrees that every employee of the bargaining unit ~~Board~~ 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 ~~Board~~ undertakes and agrees that it will not directly or indirectly discourage, ~~or~~ 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 membership in the Union, ~~his~~their participation or non-participation in any activities of the Union or collective negotiations with the Board, or ~~his~~their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

TA 3/27/18
Jennifer Weiss
Bryce
3/27/18

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Section 6.4

Regular drivers ~~and dispatchers~~ 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 6.9 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.
- 5) ~~If a regular pay falls during a scheduled employee's vacation, the employee will receive that check in advance upon three weeks written notice before going on vacation.~~
- 6) When a holiday is observed during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- 7) ~~Vacation time shall only be allowed on non-school days.~~

TA 3/27/18
Quinn Griss
Brynn
3/27/18

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Section 10.3 Posting - Within First 40 Calendar Days Month:

Following the start of school, necessary route adjustments shall be made. ~~the bid shall be held the first Wednesday after the 4th Friday after Labor Day. Route changes would be in effect the Monday following the daylight savings time change.~~

The bid shall be held the first Wednesday in October. Route changes would be in effect the first Monday following the bid.

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

- Union leadership team and Management representative(s) will meet ~~eight to ten (8-10)~~ 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 10.6 - Vacancies

"Permanent" vacancies are those created by driver death, retirement, quit, discharge, declared permanently disabled, etc. Said vacancies shall be posted within ~~five (5)~~ 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 ~~ten (10)~~ 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.

TA 3/27/18
Jennifer Gries
By [Signature] 3/27/18

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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, ~~surgeon, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse mid-wife or Christian Science Practitioner.~~ 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 Personnel 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 ~~brother-in-law, sister-in-law or person whose relationship to the employee warrants such attendance.~~ Extension may be granted by the Director of Personnel & Employee Relations.

Section 13.204

~~One (1) day to take the Military Service Physical examination.~~

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.

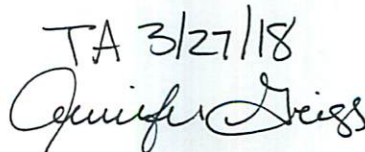
Section 13.301

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 ~~two (2) years~~ 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 ~~one (1) additional year~~ 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.


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Section 13.303

~~Leave of absence shall be granted without pay up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefit of any increments which would have been credited to him had he remained in active service with the school system, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps. Seniority shall accrue during such leave for up to two (2) years.~~

Section 13.304

~~An employee elected or selected for a full-time public office which takes him from his duties with the school system, shall upon proper written request receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such employees return within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Superintendent of Schools. Seniority shall not accrue during such leave.~~

~~It is recognized that an employee has the right to serve in, or be elected to, public office less than full time, however, such services shall not be permitted to interfere with his normal employment duties.~~

Section 13.305

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 ~~Personnel~~ Human Resources and Employee Relations. An extension may be granted by the Director of ~~Personnel~~ Human Resources & Employee Relations. Said decision shall be final and binding.

Section 13.307

Military, Reserve, or National Guard leaves of absence shall be granted consistent with state and Federal law and the FMLA. ~~Any employee who has completed his probationary period and who enters the Armed Forces or Merchant Marine, shall be restored to employment, providing application is made within ninety (90) days after discharge from service. In the case of disabled veterans within ninety (90) days of completion of hospitalization. Restoration shall be on the basis of accumulated seniority and to a wage rate and status the returned employee would have reached in normal wage progression had he not left the employment of the Board. Should the employee be unable to perform the job to which he is thereby entitled, he shall be granted a reasonable program of training so that he may have the opportunity to perform the work required.~~

Section 13.308

~~Any returning veteran desiring to pursue a course of study in accordance with the federal law granting him such opportunity, before or after returning to his employment with the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union~~

TA 3/27/18
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B.F.
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in writing at least once each year of his continued interest to resume active employment upon completing his course of study. During said leave, seniority shall not accrue.

Section 14.4

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

NOT A T.A. - STILL AN OUTSTANDING ISSUE B.F.
3/27/18

B.F. 3/27/18
TA 3/27/18
JG

**Bus Driver Negotiations
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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:

UNIT OFFICER B.F. JB

Step 1 Between the aggrieved employee, a ~~committeeman~~ and the Director, - who must give an answer within ~~two (2)~~ five (5) working days.

(rest of this section to remain as-is)

Section 16.30

The employees ~~shall~~ 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.

TA 3/27/18
Jennifer Gais
Bry [Signature] 3/27/18

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Section 17.4

~~It is agreed that an employee shall not be pre-emptorily discharged. In the event the Board concludes that an employee's conduct justified discharge, the employee shall first be suspended for a five (5) day period, excluding Saturdays, Sundays and holidays.~~

~~During the period of suspension, the employee involved shall have the right to request and shall be granted a meeting with the director of Transportation or his designee to consider the suspension; the employee shall have the right to be represented by a member and/or members of the Grievance Committee during said meeting. After such meeting, or if no meeting is requested, the Board shall determine whether the suspension shall be affirmed, modified, extended, reduced, revoked, or converted into a discharge. Within five (5) days, excluding Saturdays, Sundays, and holidays following the suspension period, the Board will notify the employee and the Chairman of the Grievance Committee of its determination.~~

TA 3/27/18
Jennifer Weiss

Ben Z
3/27/18

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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 ~~furnish~~ 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 20.2 ~~Irregular Time~~

~~During the days of the final tests, irregular school days on scheduled days when a driver does not drive, he will be paid his regular number of hours as in a regular work day.~~

TA 3/27/18
Jennifer Weiss

My [Signature]
3/27/18

**Bus Driver Negotiations
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Section 23.3

All delegates, but not more than ~~three (3)~~ 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 five ~~ten (510)~~ working days' notice in advance that he/she is taking such time off so that routes may be covered and not to 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.

TA 3/27/18

Jennifer Dress

Ben Ziri
3/27/18