

**AGREEMENT**

**between**

**ESSEXVILLE-HAMPTON BOARD OF EDUCATION  
Essexville, MI**

**and**

**UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC  
On behalf of Local Union 7380  
(Bus Drivers Unit)**

**2013-2014**

**2014-2015**

**2015-2016**

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## AGREEMENT

THIS AGREEMENT was entered into this 20th day of June, 2013, between the Essexville-Hampton Board of Education, Essexville, Michigan, hereinafter called the "Board", and the United Steelworkers of America, AFL-CIO-CLC, hereinafter called the "Union".

WITNESSETH, WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Union as the exclusive bargaining representative of its Bus Drivers with respect to hours, wages, terms and conditions of employment.

### ARTICLE I RECOGNITION

#### Section 1.1 - Unit Definition

The Board hereby recognizes the Union as the exclusive bargaining representative for all regular bus drivers and all substitute drivers, excluding supervisory administrative personnel.

#### Section 1.2 - Employee Defined

The bargaining unit shall be defined as all regular bus drivers and all substitute drivers.

1. **Regular Driver:** A driver who has been employed by the Board for a period greater than 60 (sixty) consecutive working days and has an assigned morning and/or afternoon route.
2. **Probationary Driver:** A driver who has been employed by the board for less than 60 (sixty) consecutive working days.

A substitute driver that already worked 60 (sixty) days and is assigned a regular route will only serve 30 (thirty) consecutive working days as a probationary driver.

Exceptions to this must be mutually agreed upon between the Superintendent and the Union.

3. **Substitute Driver:** A substitute driver is a person who is employed for the purpose of temporarily replacing a regular driver. If a substitute is employed in replacement of a regular driver for more than 60 (sixty) consecutive working days (or 30 (thirty) consecutive days if the driver has been a substitute for two (2) or more years), the substitute driver will receive holiday pay and snow day pay for those holidays occurring within the period of substitution commencing with the applicable completion of the probationary period.

4. Non-bargaining subs will only be used when regular drivers or sub drivers are not available.

### **Section 1.3 - No Discrimination**

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

## **ARTICLE II DUES AND FEES**

### **Section 2.1 - Union Membership, Present Members**

Any employee may maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

### **Section 2.3 - Union Membership, New Employees**

Any employee hired after the effective date of this Agreement may, starting 30 (thirty) days after the effective date of this Agreement or upon completion of the probationary period, whichever is later, have the opportunity to acquire and maintain membership in the Union, to the extent of paying the initiation fees and periodic membership dues uniformly required of all Union members.

Employees who have signed authorization cards, shall become and remain members in good standing in the Union for the duration of the authorization. In the event an employee does not wish to become a member of the Union or wish to sign a dues check off card, he/she may refuse.

### **Section 2.3 - Notice of New Employees**

Newly hired employees will be given an authorization card and the Financial Secretary and Unit President of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any, place of hire, starting and quitting time, and status. The decision for signing the Check-Off Authorization card rests with the newly hired employee. The Union will be responsible for returning the card to the employer.

The Union agrees that in any action so defended, it will hold the District harmless from any liability for damages and costs imposed by a final judgment of a Court or administrative agency as a direct consequence of the District's compliance with this Article. The Union also agrees that neither it nor its affiliates will in any proceedings

assert the defense or indemnity provisions of this Article are either unenforceable or void.

### **ARTICLE III RIGHTS OF THE UNION**

#### **Section 3.1 - Right to Organize**

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this Agreement shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerned activities for mutual aid and protection. The employee may also refrain from such union activities the 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 379 or other laws of Michigan or the Constitution 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/her membership in the Union, his/her participation in any activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or lack of participation.

#### **Section 3.2 - Right to Invoke Mediation**

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 an arbitrator appointed pursuant to the provisions of the Agreement.

#### **Section 3.3 - Right to Use Buildings**

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 principal, business manager, or community schools director. Building use fees will not be charged for meetings of Essexville-Hampton Union employees and the privilege will not be abused.

#### **Section 3.4 - Right to Wear Insignia**

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

#### **Section 3.5 - Right to Information**

The Board agrees to furnish to the Union, in response to reasonable written requests from time to time, available public 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. The union shall reimburse the employer the cost of such information subject to FOIA.

## **ARTICLE IV** **RIGHTS OF THE BOARD OF EDUCATION**

### **Section 4.1 - Constitutional Rights**

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees covered by this Agreement and their working conditions which are not inconsistent with the provisions of this Agreement or violation of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.
- B. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the School District reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
  - 1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
  - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
  - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the qualifications of employees, determine the size of the work force

and to lay off employees in accordance with the Articles contained in this Agreement.

4. Adopt and equitably enforce reasonable rules and regulations.
5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

## **ARTICLE V** **COMPENSATION**

### **Section 5.1 - Rates of Pay**

The hourly rate and other economic fringe benefits of all employees covered by this Agreement shall be in accordance with Schedule A incorporated in this Agreement.

## **ARTICLE VI** **HOURS OF WORK AND OVERTIME**

### **Section 6.1 – Overtime**

Time and one-half (1-½) shall be paid for all hours worked in excess of eight (8) hours in any day, or 40 (forty) hours in any one (1) week.

### **Section 6.2 – Holiday Break**

Time and one-half (1-½) will be paid for extra trips on Saturdays, Sundays, holidays and during holiday breaks (Christmas and Easter vacation). It is understood that summer break (the period between when school ends for one year and begins the next year) is not considered a “holiday break”.

### **Article 6.3 – “Pre-Trip” Responsibilities**

Bus drivers are required to inspect their busses prior to each trip or regular run according to the Essexville-Hampton Schools’ pre-trip form. A copy of the form must be completed and submitted for each trip or regular run to the dispatcher’s office on a daily basis. Failure to complete the pre-trip form may result in a loss of pay and/or disciplinary action pursuant to the work rules and regulations for bus drivers as outlined in this Agreement or board policy.

Pay for these pre-trip responsibilities will be included in the driver’s regular pay provided that all pre-trip forms are completed and turned in and the time is reported with the driver’s regular time reports.

## **ARTICLE VII** **HOLIDAYS**

### **Section 7.1 – Holidays**

Each eligible driver shall be compensated one day's regular wages for all designated holidays falling during the school year provided the driver has worked the scheduled work day before and after the holiday except for Memorial Day and Labor Day. Each driver must work the scheduled day before Memorial Day and the scheduled day after Labor Day. Holiday pay will be included in the pay period in which it occurs. Designated holidays are as follows:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

Said holiday pay will be included in that pay period in which it occurs. It is understood that full rates will be applicable for actual driving time as certified by the transportation supervisor.

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

### **Section 8.1 - Grievance Defined and Procedure**

**Step 1:** A grievance is defined as an alleged violation of the provisions of this Agreement. An employee may bring a grievance to the attention of his/her supervisor within five (5) working days of the incident, or the knowledge of the incident, upon which the grievance is based. The aggrieved employee, a committee person and the corresponding unit supervisor shall meet to discuss the grievance within five (5) working days after it is brought to the attention of the supervisor. The supervisor is to provide an answer to the aggrieved employee or the committee person within five (5) working days after the meeting.

**Step 2:** If the grievance is not settled in Step 1, the employee or the employee's committee person may file a grievance in writing on forms furnished by the district within five (5) working days from receipt of the answer from the supervisor and present two (2) copies to the Director of Operations who shall have five (5) working days in which to reply in writing.

**Step 3:** If a grievance is not settled in Step 2, the Grievance Committee will then submit copies of the grievance to the Superintendent of Schools within five (5) working days after receipt of the answer from the Director of Operations. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the superintendent of schools and the Grievance Committee for the discussion of the grievance. The decision of the Superintendent of Schools or designated representative shall be made in writing within five (5) working days after the meeting.

**Step 4:** Should Step 3 fail, a meeting must be held between representatives of the International Union, the Grievance Committee, and School Board or its representatives. The Union must notify the School Board or its representatives within ten (10) working days after receipt of the answer from the Superintendent, unless an extension is mutually agreed to by the Board and the Union.

**Step 5:** In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter shall then be referred within 15 (fifteen) working days from the Board's answer in Step 4, to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he/she 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 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, 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, and the arbitrator's findings shall be binding on both parties.

### **Section 8.2 - Role of an Arbitrator**

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider its function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rule of contract construction. The arbitrator shall not give any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in,

what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

The arbitrator shall have no authority to rule on:

1. Discharge of a probationary employee,
2. Evaluation of an employee,
3. Any matter within the authority of a state or federal administrative agency.
4. Grant back pay more than ten (10) days prior to the filing of the grievance.

### **Section 8.3 - Test of Arbitrability**

If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation on the merits. If a grievance is not timely processed, it shall not be subject to the grievance procedure.

### **Section 8.4 - Expense Payment**

The fees and expenses of the arbitrator, cost of transcript, and the hearing room shall be jointly paid by the Board and the Union. All other expenses incurred shall be paid by the party incurring them.

### **Section 8.5 - Date of Settlement**

No monetary claim by an employee covered by this Agreement or by the Union against the Board shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of 45 (forty-five) days prior to the date the claim was first filed in writing.

### **Section 8.6 - Grievances Regarding Layoff or Recall**

In cases of layoff, a grievance claiming 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 chairperson of the Grievance Committee of the employee or employees so laid off.

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 8.7 - Grievance Committee**

The employees shall be represented by a Grievance Committee which shall consist of two (2) members selected by the members from the seniority list and the unit president. They shall be the last employees to be laid off and first to be returned unless they elect to resign.

### **Section 8.8 - Alternate Committee Persons**

Alternate Committee Persons shall be recognized when the regular committee person is absent.

### **Section 8.9 - Meeting Times**

The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable operations.

### **Section 8.10 - Committee Present at Meetings**

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 a member of the Grievance Committee and such request shall not be denied.

### **Section 8.11 - Paid Time**

Grievance members and/or the employee(s) involved in the Grievance Procedure will be paid his/her regular authorized rate for reasonable time spent, while on duty during his/her regular shift working hours, in the processing of a grievance.

## **ARTICLE IX PROGRESSIVE DISCIPLINE**

### **Section 9.1 - Progressive Discipline**

In the event disciplinary action becomes necessary, the following steps will be followed. Any step or steps, however, may be skipped based on the severity of the situation.

1. Documented verbal warning - copy to personnel file.
2. Written reprimand - copy to personnel file.

3. Up to ten (10) days off without pay based on the severity of the incidence; copy to personnel file.
4. Discharge - copy to personnel file.

A union member may request to have a representative present at each of the steps of the process. The employee will be asked to sign a copy of all documentation as proof of receipt only. If the employee declines to sign the acknowledgement it will be noted on the signature line provided.

The same process will be used for absenteeism but the two will not be combined. Performance and attendance issues will be on two separate tracks.

Excess absenteeism will be defined as using all granted days during a school year or repeated incidents in conjunction with a weekend, holiday, vacation time, or other incidences of misuse that establishes a pattern.

A documented major medical event or illness is a valid reason to exceed the use of granted sick days for any year. This must be documented with the Superintendent.

### **Section 9.2 - Union Notification**

A member of the Union Grievance Committee shall be notified in writing by management of any disciplinary layoff, suspension, or discharge of any employee who has acquired seniority.

### **Section 9.3 - Presence of Union**

Any employee or group of employees who are called in to any office for the purpose of discipline may request the presence of the chairperson of the Grievance Committee or other committee person and such request shall not be denied by the Board. Employees will not normally be disciplined or given any reprimand in the presence of students or employees; it is understood that grievance committee person may be present.

## **ARTICLE X SENIORITY**

### **Section 10.1 – Probationary Period**

All newly hired employees or those hired after a break in seniority shall be regarded as probationary until the completion of 60 (sixty) consecutive work days. Exceptions to this must be mutually agreed upon between the Superintendent and the Union.

Probationary employee's service with the employer may be terminated at any time by the employer in its sole discretion and neither the employee so terminated nor the Union

shall have any recourse to the grievance procedure over such termination except in cases alleging discrimination per Article I, Section 1.3. Upon successful completion of their probationary period, seniority and benefits shall be retroactive to the date of hire. Trip assignments will begin at the end of the probation period with the new driver prorated to the highest number of hours of any current driver on the trip board.

### **Section 10.2 – Seniority List**

Up-to-date seniority lists shall be posted on the bulletin boards of each school one week before the end of the school year and 30 (thirty) days after Labor Day of each year. Within ten (10) days of posting, any objections to the list will be filed. Thereafter, the list shall be final and conclusive.

### **Section 10.3 – Loss of Seniority**

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

1. Employee quits.
2. Employee is discharged for just cause.
3. Laid-off employee is not re-employed within 24 (twenty-four) months.
4. When an employee quits a regularly scheduled position and becomes a substitute, his/her seniority shall be frozen as a regular driver and he/she shall begin to accumulate seniority as a substitute.
5. Is absent more than three (3) days without notice.
6. Is unable to work after one (1) year leave of absence.

### **Section 10.4 – Order of Lay-off**

In the event of a reduction in the work force, probationary employees, followed by the least senior employees, shall be laid off first and the balance of the positions will be rebid as per section 10 of the Collective Bargaining Agreement. The employee on the affected job may use his/her seniority to displace the least senior employee.

### **Section 10.5 – Order of Increase (Recall)**

When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment and, if he/she is willing and able to do the work, he/she shall be awarded the job.



### **Section 10.6 – Notice of Layoff**

When an employee, other than a probationary employee, is laid off, he/she will be given five (5) working days notice of such layoff.

## **ARTICLE XI** **JOB BIDDING**

### **Section 11.1 - Job Bidding**

Selection of employees for the purpose of filling all job vacancies or newly created routes and jobs shall be made by the Board on the basis of seniority. In the selection of employees for such purposes, the following provisions shall apply:

- A. The driver shall supply the Board with all available information pertaining to their route (maps, bus mileage, distance driven, head count) 15 (fifteen) days prior to the closing of school in June.
- B. Route Determination. The Board shall determine the tentative routes to be assigned no later than 15 (fifteen) business days prior to the opening of school in the fall, and immediately following such period, all available information pertaining to routes will be made available for inspection by the driver during regular business hours.
- C. Orientation/Bid Meeting Date. The Board shall hold an orientation/bid meeting no later than 30 (thirty) business days from the opening of school (or ten (10) days from a job opening), and at this meeting, job bidding will take place and all routes will be awarded according to seniority. Job bids may be submitted in writing.
- D. Once such routes have been established and bid on, the time for such routes shall not arbitrarily nor discriminatorily be changed. This is not to infer that the Board cannot change routes to effect efficiency and economy.
- E. If such route is increased or decreased by more than 15 (fifteen) minutes from the original bid before or after the beginning or end of a morning, noon, or afternoon run, or by addition or deletion of a noon run, any of the affected seniority drivers may then bump for a more desirable route based on his/her seniority. Such bumps will be a straight exchange except for special education bus routes, for which special administrative consideration will be given. Any time the duration of a regular run is adjusted by up to 15 (fifteen) minutes from the previous bid, the Union will be notified. If such an adjustment occurs twice to the same position, it will be opened to rebid.

- F. After the routes have been bid and awarded, drivers may not thereafter change routes except where a permanent vacancy occurs.

### **Section 11.2 - Notice of Permanent Vacancy**

The Board may, at its discretion, assign any driver to operate the bus or vehicle involved while the "permanent" vacancy is being filled as provided herein. Notice of vacancy shall be posted by the Board on the bulletin boards within five (5) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given an equal opportunity to bid.

### **Section 11.3 - Notice Information**

Such notice shall state information about the permanent vacancy including route, the hours and the date bidding closes.

### **Section 11.4 - Notification to Union Chairperson**

The Director of Transportation shall notify the President of the committee and the driver/dispatcher as to the name of the successful bidder together with the date of such award.

The Union President and the driver/dispatcher will be provided notification when an employee is returned to his/her former position.

### **Section 11.5 - Filling Temporary Vacancy**

A temporary vacancy shall be filled for ten (10) working days from the list of available substitute drivers. After the initial ten (10) day period, the vacancy shall be filled by the most senior substitute desiring the vacancy, who shall then remain in the position until the regular driver returns. The substitute shall enjoy the status of a regular driver except that he/she shall receive only those benefits granted to a substitute driver under the Labor Agreement.

## **ARTICLE XII UNPAID LEAVES**

### **Section 12.1 - Peace Corps Unpaid Leave**

Leave of absence may be granted without pay up to two (2) years to any employee who enrolls in the Peace Corps as a full-time participant. Such employee may be restored to employment with the district and shall be given the benefit of any increases which would have been credited to him/her had he/she remained in active service with the school system, provided, however, that such employee shall make application to return to work within 90 (ninety) days after discharge from the Peace Corps. If the leave has not

expired, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position unless a further extension thereof is mutually agreed to by the Board and the Union. Seniority is to be frozen after two years.

### **Section 12.2 - Public Office Unpaid Leave**

An employee elected or selected for a full-time public office which takes him/her from his/her duties with the school system may, 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 is to be frozen after two (2) years.

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/her normal employment duties.

### **Section 12.3 - Personal Unpaid Leave**

Leave of absence without pay (which shall not include employment for another employer) may be granted by the Superintendent for up to one (1) 30 (thirty) day period per school year. Such leave shall not involve loss of seniority. No two (2) employees shall be granted leave at the same time. It is understood that an individual employee will be limited to one (1) leave of absence without pay during a school year.

Leave, due to critical illness in the immediate family, may be an exception if the individual receives approval from the Board of Education. Personal leave days may be granted while other individuals are on leave without pay.

### **Section 12.4 - Union Unpaid Leave**

The Board may grant a leave of absence, with accrual of seniority, upon the written 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 30 (thirty) 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/she is returning or to such other job as he/she might be capable of performing and to which he/she might be entitled by reason of his/her seniority. Such leave of absence for a position with the Union or other organizations mentioned herein shall be limited to a total of four (4) years, including any annual extensions.

### **Section 12.5 - Armed Forces Unpaid Leave**

Any employee who has completed his/her probation period and who has entered or who enters the armed forces or merchant marine, shall be restored to employment provided application is made within 90 (ninety) days after discharge from service. In the case of disabled veterans, within 90 (ninety) days of completion of hospitalization, restoration shall be on the basis of accumulated seniority and to a wage rate and status the employee would have reached in normal wage progression had he/she not left the employment of the Board. Should an employee be unable to perform the work to which he/she is thereby entitled, he/she shall be granted a reasonable program of training so that he/she may have the opportunity to perform the work required.

### **Section 12.6 - Disability Unpaid Leave**

A driver whose illness continues beyond his/her accumulated sick leave will be granted a leave of absence without pay for a period not to exceed one (1) year. The driver will request such extended leave in writing to the Superintendent, with a physician's certificate stating that the driver is not able to perform the duties of his/her position. When the physician determines that the driver is able to resume his/her duties and the employee's leave has not expired, the driver must request in writing to the Board his/her desire to return to work. When the Board determines the driver's fitness, he/she shall be assigned to the same position or as close as possible in which employed prior to his/her leave. Upon return of the regular driver to full and continuing employment, a substitute driver will be laid off in accordance with the seniority list established for substitute drivers.

### **Section 12.7 – Child Rearing Leave**

To the extent required by the provisions of the Family and Medical Leave Act, an eligible employee shall be granted leave for the purposes and subject to the terms and conditions provided by that law and its implementing regulations. Additionally, an employee, upon written request, shall be granted an extension of leave of absence without pay and benefits for the purpose of child care attendant to the birth or adoption of the employee's child up to a total leave of absence period of one (1) year from the commencement of the leave of absence related to the birth or adoption of the child.

## **ARTICLE XIII PAID LEAVES**

### **Section 13.1 – Sick Leave**

- A. The primary purpose of a sick leave allowance is to cover the absence of a bus driver from work because of personal illness or injury that it would make his/her contact with students inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee.

- B. Sick leave will be granted only to non-probationary regular drivers (non-substitutes) at the rate of 12 (twelve) days per year, with a maximum accumulation of 120 (one hundred twenty) days during the term of this Agreement. For illness in excess of three (3) days, the driver must submit documentation of medical attention.

It is understood in instances of illness the Board of Education reserves the right to refer a driver to a doctor chosen by the Board of Education, provided that the Board pays the cost involved.

- C. It is understood that when an individual exhausts his/her individually accumulated sick leave, the Board of Education will continue payment of health insurance premiums for a period of 90 (ninety) days provided the driver has a minimum of ten (10) years service within the school district or as required by FMLA.

It is understood that prior to the Board of Education paying any health insurance premium for an individual within this Article, the individual must have exhausted all personal days and vacation allowance.

### **Section 13.2 – Emergency Illness Leave**

Regular drivers absent due to an emergency illness or injury of a member of the immediate family shall be charged against the employee's available sick leave not to exceed four (4) days in any one school year. Application may be made to the Superintendent of Schools for one (1) additional day of absence if circumstances warrant. The decision of the Superintendent is to be final and specifically eliminated from the grievance process.

After paid leave has been exhausted, a leave of absence without pay for a bona fide reason as approved by the Superintendent of Schools or his/her designated representative, such as due to critical illness in the immediate family (which shall not include employment for another employer), may be granted to employees for periods of not to exceed 30 (thirty) days. Such leave shall not involve loss of seniority.

### **Section 13.3 Bereavement Leave**

- A. Drivers absent from scheduled work because of death of a member of his/her immediate family shall be paid a maximum of four (4) bereavement days. One (1) additional paid day may be granted by the Superintendent for special circumstances. The decision of the Superintendent is to be final and specifically eliminated from the grievance process.
- B. Immediate family as used in this article is defined to mean: mother, father, husband, wife, sister, brother, grandparents, mother-in-law, father-in-law, child, stepchild, grandchild (natural or adopted), son-in-law, and daughter-in-law.

- C. Drivers absent from duty because of the attendance at the funeral service of brother-in-law, sister-in-law, niece or nephew shall be paid the equivalent of one (1) day's pay. Said day is independent of sick leave and is not cumulative.

**Section 13.4 – Personal Days**

Regular drivers, upon completion of their probationary period, shall be entitled to two (2) personal days per school year with the following limitations: personal days may only be utilized for personal affairs which cannot normally be handled outside work hours. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of a school term, or the first day of a fishing or hunting season. Personal leave days are to be requested of and approved by the Superintendent of Schools or his/her designated representative as soon as conditions permit a member to make the request.

It is understood that unused personal leave days will be paid to the drivers if they choose not to use them.

**Section 13.5 – Terminal Leave Payment**

A regular driver who retires from the school district into the Michigan Public School Employees Retirement System (MPERS) shall be paid one (1) day's pay for each day of accumulated sick leave at the rate identified on his/her regular daily routes as follows:

5 years .....	Not to exceed \$500
10 years .....	Not to exceed \$1,500
15 years .....	Not to exceed \$1,750
20 years .....	Not to exceed \$2,000
25 years .....	Not to exceed \$2,250
30 years .....	Not to exceed \$2,500
35 years .....	Not to exceed \$3,000
40 years .....	Not to exceed \$3,250

**Section 13.6 – Jury Duty**

A Union member will be granted a leave of absence with pay, not chargeable against sick leave days or on the overtime board, while serving as a juror in the Court of Record. Union members are to endorse the check from the courts for per diem compensation to the School District. Allowances would be made for days Union members are scheduled for work.

### **Section 13.7 – Paid-For Time Off**

All paid-for time off will be paid at the driver's regular assigned routes transporting students to and from school during a normal school day. One day's compensation is equal to the number of hours each individual driver is scheduled to work per day (i.e., a driver who has a morning (1-½ hours), kindergarten (1 hour) and afternoon (2 hours) route will be allowed 4-½ hours per day. If said driver were to take a half (1/2) of a personal day in the afternoon and still drive his/her kindergarten route, he/she would be charged two (2) hours. However, should said driver not drive his/her kindergarten route and not drive his/her afternoon route, he/she would be charged three (3) hours).

## **ARTICLE XIV SAFETY & HEALTH**

### **Section 14.1 - Board Obligation**

The Board of Education and the Union agree to establish a Safety and Health Committee of four (4) members, two (2) representing the Union and two (2) representing the Board. This committee may meet as necessary.

### **Section 14.2 - Protective Equipment**

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment. Major protective devices and other equipment to properly protect employees from injury shall be provided by the Board.

## **ARTICLE XV PAID FOR TIME**

### **Section 15.1 - Pay Rates and Period**

All employees covered by this Agreement shall be paid for all work performed as scheduled by the Board. Rates of pay provided for by this Agreement shall apply. Pay periods shall be established on a bi-weekly basis.

## **ARTICLE XVI EXAMINATIONS AND IDENTIFICATION FEES**

### **Section 16.1 - Examinations**

Physical, mental or other examinations required by a governmental body or the employer shall be promptly complied with by all employees. The employer reserves the right to select its own medical examiner or physician to conduct a regular annual physical when requested by the Board; the physical requested by the Board will be at Board expense. The Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union expense. If conflict develops,

a third doctor will be mutually chosen to perform an examination. Expenses will be jointly shared by the Board and the Union. A decision of the majority of physicians or medical examiners shall be final.

### **Section 16.2 - Personal Identification**

The employer will require employees to carry or record full personal identification adhered to; such requirements shall be by the employees. The cost of such personal identification shall be borne by the employer. Once employed, the cost of any state or federal mandated background checks and fingerprinting will be borne by the employer.

## **ARTICLE XVII** **MISCELLANEOUS**

### **Section 17.1 – Physical Examinations**

Each driver is required to pass a physical examination prior to the inception of every school year. The district will arrange physicals through a certified provider. The District may provide an alternate setting and time for individuals with a valid request approved by the Supervisor or his/her designee.

### **Section 17.2 – Legal Action**

If any bargaining unit member is complained against or sued by reason of action taken by any other bargaining unit member in a job-related function during the working day, the Board will provide legal counsel and render assistance to the bargaining unit member in his/her defense provided the bargaining unit member was performing his/her duties in accordance with the Board and school policies and was not unreasonable.

### **Section 17.3 – Assault**

Any case of job-related assault upon a driver shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the driver of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the driver in connection with the handling of the incident by law enforcement and judicial authorities provided the bus driver was performing his/her duties in accordance with Board and school policies and was not unreasonable.

### **Section 17.4 – Absence of Supervisor**

In the absence of the Transportation Supervisor the most senior driver will act as “Leader” and make all appropriate decisions as necessary.



**ARTICLE XVIII**  
**CONDITIONS OF AGREEMENT**

**Section 18.1**

This Agreement is made subject to all statutes now or hereafter enacted or amended, including the Revised School Code. Any provisions hereof in conflict with any such statute shall be of no force and effect, and all rights, duties, and benefits provided to, or imposed therein upon the employee, the school district, or the Board shall not hereby be denied or restricted, except as otherwise specifically and lawfully provided herein.

**ARTICLE XIX**  
**STRIKES & RESPONSIBILITIES**

**Section 19.1 - No Strike**

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 its members take part in any strike; that is, the concerted failure to report for work, or willful absence of any employee from his/her 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 19.2 - Notification to Union**

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within 24 (twenty-four) 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 any 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 19.3 - Legal Remedies**

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 19.4 - No Waiver**

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

## **ARTICLE XX** **MISCELLANEOUS BENEFITS**

### **Section 20.1 – Health Insurance**

All regular drivers who are not currently covered by another medical program shall be entitled to enroll for single subscriber health insurance coverage under MESSA Choices II (\$500 deductible, \$10/\$25/\$50 OV/UC/ER, MESSA Saver Rx Drug Card), Vision and self-funded Dental. If a regular driver who is otherwise eligible for medical insurance waives that coverage, in writing, he/she shall be entitled to \$125.00 per month either in cash or to be applied toward the purchase of a 403b annuity. In-network deductible will be reimbursed (upon verification by presenting an EOB with deductible paid highlighted) on a quarterly basis.

### **Section 20.2 – Life Insurance**

Term life insurance in the amount of \$15,000 to include equivalent amount of accidental death and dismemberment is to be provided each non-probationary regular driver (non-substitute) for the length of this Agreement.

### **Section 20.3 – Chauffeur’s License (CDL)**

The Board will reimburse each regular driver for the complete cost of the Commercial Drivers License (CDL), all endorsements, and the road test upon submission of receipt. The Board will reimburse each substitute driver for the same as regular drivers after he/she has worked for the district for one (1) year.

Further, the Board will allow up to four (4) hours pay for the purpose of obtaining the required CDL and all endorsements with the approval of the Director of Operations.

### **Section 20.4 – Vacation Pay**

One (1) paid day shall be granted for each completed two (2) years of service to a maximum ten (10), provided that the days must be taken when school is not in regular session. These days shall be credited on July 1st following the completion of the employee’s anniversary date.

Vacation Pay			
Years	Days	Years	Days
2 years	1 day	11 years	5 days
3 years	1 day	12 years	6 days
4 years	2 day	13 years	6 days
5 years	2 days	14 years	7 days
6 years	3 days	15 years	7 days
7 years	3 days	16 years	8 days
8 years	4 days	17 years	8 days
9 years	4 days	18 years	9 days
10 years	5 days	19 years	9 days
		20 years or more	10 days

### **Section 20.5 – Tax Sheltered Annuities Program**

Individual Union members may enter into a tax sheltered annuities program. The Board of Education will make deductions for the purchase of annuities which meet the requirements of Section 403(b) of the code for such members who make application therefore in a manner satisfactory to the School District. The School District shall select the companies and have no responsibility for the tax or financial results of any employee of such purchases. Other than the above listed there will be no alternative benefits paid to those individuals not participating in the purchase of tax sheltered annuities.

### **Section 20.6 – Housekeeping Duties**

The transportation supervisor shall schedule one (1) day for the cleaning of vehicle interiors prior to the inception of each school year. The Director of Operations may allow an eight (8) hour day for this activity. Drivers will be supplied facilities and materials for the cleaning of his/her assigned vehicle. Cleaning shall include, but not be limited to, the following:

1. Wash and clean seats.
2. Wash and clean all interior and exterior window glass.
3. Wash and clean interior walls.
4. Wash and clean the exterior of the bus including tires.
5. Wash and clean the floors of the bus.
6. Other cleaning duties as assigned by the transportation supervisor.

All drivers will be expected to perform the functions as indicated. Drivers shall be paid \$75.00 to perform the cleaning of buses. A second interior cleaning during "germ

season" (February/March), which includes windows, floors, dash, rails, etc., will be paid at the rate of \$50.00 upon approval and inspection of the Director.

### **Section 20.7 – Snow Days**

Drivers will not have to report to work and will be paid regular wages for the first three (3) snow days providing the District receives full state aid for such days.

### **Section 20.8 – Damage to Personal Property**

If, in the performance of regular or assigned duties of the bus driver, without negligence on his/her part, the driver shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such driver in seeking recovery from any party responsible for said loss.

## **ARTICLE XXI BUS DRIVER EDUCATION CLASSES**

### **Section 21.1 – Continuing Education**

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 up to 12 (twelve) 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 Operations. Bus drivers required to take written and/or road tests will be paid up to two (2) hours, but not less than one (1) hour at their hourly rate for such tests taken. Employees who receive pay for classes must work one (1) year after receiving payment or may be required to reimburse the Board for the payment of such classes.

### **Section 21.2 – Temporary Permit**

The Director of Operations 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 21.3 – Professional Development**

The reimbursement rate for inservice 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 Operations.

Inservice will be scheduled a minimum of two (2) times per year for a minimum of two (2) hours per session at times when no drivers are scheduled to be on the road. In-service attendance is mandatory.

## **ARTICLE XXII** **EXTRA TRIPS – SPECIAL TRIPS**

### **Section 22.1 Extra Trips**

- A. Regular bus drivers will receive first choice where school-owned school buses are utilized to transport students to and from any extra trip destination. First, such extra trips will be offered in order of seniority to the most senior regular driver to the least senior regular driver on a rotating basis for equalization of assignment to extra trips. If none of the regular bus drivers accept assignment to the extra trip, then the extra trip assignment shall be offered in order of seniority to the most senior substitute bus driver to the least senior substitute bus driver on a rotating basis for equalization of assignment of extra trips. If the extra trip assignment is not accepted by a regular or substitute bus driver, the extra trip may be assigned by the administration in reverse order of seniority to the least senior substitute bus driver to the most senior substitute bus driver on a rotating basis for equalization of assignment to extra trips. A bus driver is not required to take an extra trip instead of the bus driver's regular bus run.
- B. Bus drivers will be paid 15 (fifteen) minutes before the departure time for the extra trip to 15 (fifteen) minutes after the return from the trip.
- C. It is understood that extra trips will be paid at the hourly rate as expressed. It is understood that time will be computed from time of departure to time of return except sleep time will be excluded from pay on overnight trips. Active or paid-for time is to be determined in consultation with the bus driver, Director of Operations, and the trip's prime sponsor. Under most conditions sleep time would be considered to be eight (8) hours.
- D. Drivers will be paid a minimum of one (1) hour at established extra trip rates for all scheduled extra trips. Drivers will be paid for a minimum of two (2) hours for trips scheduled for weekends and holidays. These minimums or the actual time of the trip, whichever is greater, will be charged to the driver on the trip board.
- E. If an extra trip, which takes a driver away from a regular scheduled route, is cancelled or assigned to someone other than an Essexville-Hampton bus driver, the driver will be paid the amount he/she would have earned on his/her regular route, provided he/she has already been replaced on his/her route or is otherwise unable to be returned to his/her regular route. Only the minimums of D above will be charged to the driver on the trip board for such cancelled trips.

- F. If a driver is needed for a trip with less than four (4) hours notice, the administration may assign by seniority (not by hours), and the driver will not be charged the hours for that trip.
- G. A driver regularly assigned to a special needs run may not take an extra trip if it conflicts with his/her regularly assigned special needs run. The special needs driver will be charged on the weekly trip board for trips he/she cannot take. If a special needs class takes a trip, the special needs driver will automatically be assigned that trip and only the special needs driver will be charged for the trip on the trip board.

### **Section 22.2 – Meal Allowances**

Bus drivers on special trips or attending training classes shall be allowed maximum daily meal allowance as follows: breakfast - \$6.50; lunch - \$7.50; dinner - \$10.00 provided that actual receipts for purchase of meals accompanies request for reimbursement. Reimbursement is to be made in the amount indicated on the receipt except in those instances within which there is not a restaurant available; the bus driver may receive an allowance of \$5.50 for meals provided that the Director of Operations certifies the unavailability of restaurant facilities.

### **Section 22.3 – Lodging**

In the event that an overnight stay is necessary, as determined by the Director of Operations, lodging may be reimbursed upon presentation of a paid receipt.

### **Section 22.4 – Special Trips**

The term “special trips” is defined as the operation of a vehicle that does not transport students.

1. **Service Centers**  
Regular bus drivers who drive buses to and from a service center for repair of buses shall be paid their normal regular hourly rate of pay for all time spent.
2. **Evacuation Drills**  
All regular drivers are to be paid the regular hourly rate for all hours spent due to a bus evacuation drill as scheduled by the Director of Operations.
3. **Drug Testing**  
All regular drivers will be paid their normal regular hourly rate of pay for time necessary for drug testing.

### **Section 22.5 – Special Trip Assignments**

1. A special trip is defined to include the operation of a vehicle for purposes of transporting students in situations outside of the regular daily route to and from school.
2. In reference to special trips, an effort will be made by the Director of Operations to provide each driver with approximate equal amounts of time worked in special trip assignments. An accrual record of special trip assignments will be placed in the office of the Director of Operations and such time accrued for each driver for a school year. Time offered and refused by an individual driver shall be charged against the accumulative record. The record shall be accumulative from July 1 to June 30 of each year of the contract.
3. Posting of special trips will be made by the Director of Operations as soon as he/she receives notification, or on a monthly basis. Time and one-half (1-½) will be charged as the amount of time paid for. Example: working six (6) hours on time and one-half (1-½) amounts to nine (9) hours credited to accrued time list kept in the transportation supervisor's office.

### **Section 22.6 – Operation of Vehicles**

Current policy is to be maintained in relationship to operation of school-owned vehicles, with teachers, coaches, and others approved by the Board of Education being allowed to drive the school-owned van and station wagon. It is understood that the purchase of additional vans or station wagons for the primary purpose of transporting students will be subject to a meeting between representatives of the bus drivers and representatives of the Board of Education to discuss the potential impact on working conditions of bus drivers.

## **ARTICLE XXIII TERMINATION OF AGREEMENT**

### **Section 23.1 - Effective/Termination Dates**

The terms and conditions of this Agreement shall become effective July 1, 2013, and shall continue in effect until 12:01 a.m., June 30, 2016, except that economic issues reopen annually on the anniversary date of the contract.

### **Section 23.2 - Notices**

Any notice to be given under this Agreement shall be given by certified mail and, if by the Board, be addressed to the United Steelworkers of America, 503 N. Euclid Ave., Suite #10, Euclid Plaza, Bay City, Michigan 48706; and if by the Union, to the Board of

Education Offices, 303 Pine, Essexville, Michigan 48732. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.


If a financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

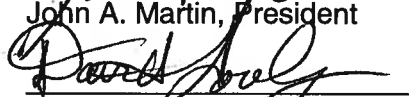


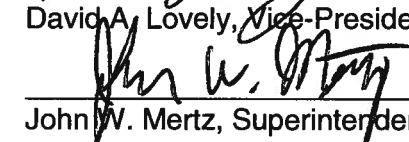
Signed this 20th day of June, 2013.

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.

**ESSEXVILLE-HAMPTON  
BOARD OF EDUCATION**

  
\_\_\_\_\_  
John A. Martin, President

  
\_\_\_\_\_  
David A. Lovely, Vice-President

  
\_\_\_\_\_  
John W. Mertz, Superintendent

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

\_\_\_\_\_  
Leo W. Gerard, Int'l President

\_\_\_\_\_  
Stanley Johnson, Int'l Secretary-Treasurer

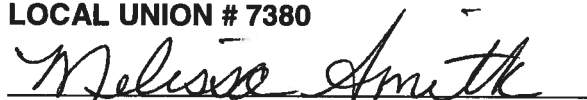
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Thomas Conway, Int'l Vice President (Admin)

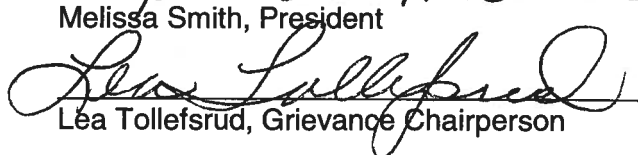
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Fred Redmond, Int'l Vice President (Human  
Affairs)

\_\_\_\_\_  
Michael Bolton, District 2 Director

\_\_\_\_\_  
Michael A. Flora, USW Staff Representative

**LOCAL UNION # 7380**

  
\_\_\_\_\_  
Melissa Smith, President

  
\_\_\_\_\_  
Lea Tollefsrud, Grievance Chairperson

**SCHEDULE "A"**  
**WAGE RATES & CLASSIFICATIONS**

**2013-14**

Bus Drivers                      \$16.25

Longevity Pay - An annual lump sum of:

\$175.00 will be paid at the completion of 10 years of employment.

\$225.00 at the end of 15 years of employment.

\$275.00 at the end of 20 years of employment.

\$325.00 at the end of 25 years of employment.

Longevity payments are scheduled for the first pay in October and in-lieu-of payments for insurance are scheduled for the first pay in November. Employees may change W-4 deductions prior to and immediately after such pay to adjust the desired take home amount.