

**COLLECTIVE BARGAINING AGREEMENT  
2009 - 2011**

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter referred to as the "Board") and the Union City Local Association of School Bus Drivers and Aides (hereinafter referred to as the "Association");

**WITNESSETH:**

**ARTICLE 1  
PURPOSE AND RECOGNITION**

**SECTION ONE: PURPOSE**

The general purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby and to set forth the terms and conditions of employment.

**SECTION TWO: RECOGNITION**

The Board, pursuant to the adoption of a Board of Education Resolution on June 19, 1991, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

**SECTION THREE: EMPLOYEE DEFINED**

The word "employee" as used herein shall include all regular bus drivers and special education bus aides, excluding substitutes.

- A. Drivers must meet all of the legal requirements established by the State of Michigan and qualifications established by the Board.
- B. A new employee shall be on probationary status for the first one hundred eighty (180) workdays as a regular driver. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the Board without appeal by the Association.

## **SECTION FOUR: LIMITATIONS**

- A. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- C. This Agreement shall constitute an obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- D. Special Meetings between the Association and the Board or Superintendent may be called by mutual agreement for the purpose of discussing important matters. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

## **ARTICLE 2 BOARD RIGHTS**

### **SECTION ONE: BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.

- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge, suspend, or demote an employee with cause.
- C. To assign and direct its personnel, determine the hours of work, establish start times, schedule all the foregoing, and to modify or change the assignment/direction/job descriptions as needed.
- D. To assign work and extra duties to employees, determine the size of the work force and to layoff and recall employees.
- E. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation.
- F. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

## **SECTION TWO: LIMITATIONS**

The exercise of the foregoing powers, rights, authorities, 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 terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. 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 national, state, county, district or local laws or regulations as they pertain to education.

## **ARTICLE 3 ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school facilities at reasonable hours to conduct meetings of the Association or to transact Association business provided this shall not interfere with or interrupt normal operations. All use of District facilities shall be scheduled through the appropriate administrative personnel. Such use will be governed by policies adopted by the Board for the use of its facilities.

- B. A Drivers' Room shall be open for a total of six and one-half (6-1/2) hours during the normal work schedule of the drivers.
  - 1. This time shall be mutually agreed upon between the drivers and the Transportation Supervisor.
  
- C. The Association shall have the right to use District equipment such as copy machines, computer equipment, fax machines, phones or typewriters if operated by a qualified bargaining unit member so as not to interfere in any way with the normal operations of the school. The Association shall reimburse the District for any cost incurred and shall be responsible for the proper operation of all such equipment and shall be liable for any damages caused to said equipment.
  
- D. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use the internal mail delivery system of the Board without cost, and the Board shall provide mailboxes for all employees.
  - 1. No controversial material or anything derogatory to the Board or any employee shall be placed or be allowed to remain on the bulletin board.
  
- E. The Board agrees to furnish the Association, in response to reasonable requests, such public information as required by law, which may be available. The Board shall not have to compile any information that is not already in a format required by state or federal laws in regards to a report format. The Board agrees to supply the request in a timely manner. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available as determined by the Board.
  
- F. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the District shall be promptly reported to the Board.
  
- G. In the event a complaint or charge is made by another employee or any person or group not employed by the District against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

- H. The employees may be represented by a three (3) person “Executive Committee”
  - 1. The committee is authorized to act on behalf of the employees to administer the provisions of this Agreement.
- I. Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after this Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the District.

#### **ARTICLE 4 EMPLOYEE CONDUCT AND DISCIPLINE**

- A. No non-probationary bargaining unit member shall be disciplined without cause. The term “discipline” as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed, provided, however, that during the probationary period, as set forth in Article 1, Section Three, Clause B, a probationary employee may be discharged by the Board for any reason deemed in the best interest of the District. The Board retains the sole discretion to this right.
- B. Any employee involved in an accident, issued a traffic violation, or reported driving in an unsafe manner as determined by the Board may be subject to disciplinary action up to and including discharge with loss of all benefits, rights, and privileges under this Agreement.
  - 1. The action of the Board shall be dependent upon the seriousness of the incident and/or the frequency of the incidents.
- C. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board.
  - 1. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised by the Board of the right to representation under this provision of this Agreement prior to the scheduled meeting.

2. When a request for such representation is made, no action (except as stated in Clause 3 below) shall be taken with respect to the employee until such representative of the Association is present.
  3. Immediate disciplinary action without representation, may be taken by the Board, if the alleged offense is of a very serious nature.
    - a. Such immediate disciplinary action must be followed by a subsequent meeting where representation shall be available to the member upon request.
- D. The normal disciplinary procedure shall consist of the following, however nothing in this Agreement shall preclude the administration, in its sole discretion, from moving to any advanced step depending upon the seriousness of the offense:
1. verbal
  2. written
  3. suspension - with or without pay
  4. discharge
- E. In the case of the dismissal, demotion, discharge or suspension of a bargaining unit member the Association and member shall be given written notification of the action taken by the Board and the reasons for the discipline as soon as reasonably possible. Causes which shall be deemed sufficient for disciplinary action include, but are not limited to the following:
1. Unauthorized or excessive absence from work;
  2. Commitment or conviction of any criminal infraction of law depending upon the seriousness of the offense or the frequency of the offenses;
  3. Inappropriate or immoral conduct involving students or staff;
  4. Insubordination;
  5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or illegal drugs of any kind in any degree whatsoever;
  6. Willful violation of any provision of this Agreement;
  7. Negligence or willful damage to school property or misappropriation of school supplies or equipment;
  8. Deliberate falsification of any records or reports; or
  9. Not performing job duties in a satisfactory manner.

- F. No suspension shall be effective for a period of more than twenty (20) workdays without the prior approval of the Board.
- G. Employees covered by this Agreement shall voluntarily submit to random or scheduled drug and alcohol testing. The cost of this testing shall be paid by the Board. If an employee tests positive for alcohol, they must immediately request and receive a blood or urine test. Failure to request or immediately receive this test or testing positive will be cause for immediate discharge. If an employee tests positive for any illegal drug they will immediately be placed on unpaid leave for one week. The employee must be retested during the week of unpaid leave and submit documented evidence of a negative drug test before they will be allowed to return to work. The cost of additional testing shall be at the expense of the employee. If the employee tests negative for any illegal drug, they will be reimbursed for the test and unpaid leave time at their regular rate of pay. The returning employee as a condition of continuing their employment with the District may be subject to more frequent drug/alcohol testing as well as a written contract with the Board defining further employee requirements. Any employee who tests positive for an illegal drug or alcohol shall be referred to the appropriate legal authorities for an investigation. Employees who have tested positive for any illegal drug or alcohol shall be subject to disciplinary action up to and including immediate discharge. Failure to comply with this section or a second positive test shall be considered misconduct and reason for immediate discharge with loss of all benefits, rights and privileges under this Agreement.
- H. A bargaining unit member will have the right to review the contents of the official personnel records maintained in the Superintendent's office pertaining to said bargaining unit member, originating after initial employment, and to have a representative of the Association accompany him/her in such review. The bargaining unit member must submit a written request to the Superintendent allowing for a reasonable time to comply. The Board shall have a representative at the records review at a mutually agreeable time.

## **ARTICLE 5 WORK SCHEDULE**

### **SECTION ONE: WORK YEAR, WORKWEEK, AND WORKDAY**

- A. The normal workday schedule for all employees shall be established by the Transportation Supervisor based on the Board's determination of the needs and resources of the District and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultations with the Association. However, if emergency situations arise, as determined by the Board, the Board has the sole discretion to reduce the number of hours without prior consultation with the Association.
- B. The employee's work year shall be scheduled by the Transportation Supervisor.
- C. The Transportation Supervisor shall post on the bulletin board a listing of routes by bus number and the time the Transportation Supervisor determines it takes to complete each regular and special education run.
  - 1. This shall be posted two weeks prior to the beginning of the regular school year.
- D. All employees will fill out time cards as required by the Board and submit them to the Transportation Supervisor for signature in a timely manner.

### **SECTION TWO: BUS ROUTES**

- A. The Board shall have the right to establish, modify or eliminate bus routes.
- B. Regular Routes:
  - 1. A regularly scheduled morning and a regularly scheduled afternoon run involving regular pre K - 12 students.
  - 2. A vocational education and/or Math/Science Center run involving a regularly scheduled route leaving from Union City and returning to Union City.
  - 3. A regularly scheduled morning and/or a regularly scheduled afternoon run involving Preprimary Impaired (PPI) students.
- C. Special Education Routes:



1. It is understood and agreed that special skills are required to successfully handle children involved in special education runs and that, accordingly, selection of drivers and aides for such runs shall be vested solely in the Board and not subject to established bidding procedures. Special skills;
  - a. Patience
  - b. Attendance
  - c. Verbal Communication Skills
  - d. Ability to deal with biohazard situations daily
2. Employees interested in special education runs shall notify the Transportation Supervisor by the scheduled August bidding meeting.
  - a. Letters of interest shall be renewable annually.

### **SECTION THREE: BUS ROUTE ASSIGNMENT**

- A. At least five (5) days prior to the beginning of the school year and at least five (5) days prior to the beginning of the second semester, employees will be notified of any vacancies or considerable modifications in existing bus routes.
- B. Vacancies and considerable changes in existing bus routes will be posted, and a meeting of drivers will be held for the purpose of bidding on available routes.
- C. An employee may bid on a vacancy in accordance with established bidding procedures, and except as hereinafter provided, bidding shall be on the basis of seniority.
- D. If an assigned route is eliminated after the beginning of the work year, the driver affected may bump into the position held by the least senior employee until the end of the semester or school year, whichever shall occur first.
  1. If such employee run is a designated a special education run, the Board shall determine whether or not the driver affected possesses the special skills (Sec 2, Subsection 1) required.
- E. A vacancy occurring during a semester may be temporarily filled by a qualified substitute but the vacancy shall be posted in accordance with the provisions set forth in this section.

- F. If a route is reestablished after being eliminated, the driver previously on that run will be given first choice of the route if they are currently employed.
  - 1. If refused, the Transportation Supervisor may appoint from the letters of interest of the best-qualified applicants.

#### **SECTION FOUR: EXTRA TRIPS**

- A. Extra trips such as field trips and athletic trips are an important part of the total educational program of the District.
- B. All extra trips shall be posted at least five (5) work days in advance, except in cases of emergency.
  - 1. It is the driver's responsibility to check the posted list(s) and messages concerning their workday.
- C. Assignment of drivers to extra trips shall be based on seniority/rotation except as provided in Clause "H" below.
- D. If no driver shall elect to take the extra trip after the drivers have had two opportunities to bid on the available trip, the Transportation Supervisor may select from a pool of substitute drivers.
- E. Due to a possible shortness of time for the Transportation Supervisor to find a suitable driver for an emergency trip, the Transportation Supervisor has complete discretion on taking the first driver available from the emergency trip list (as immediately available).
- F. Drivers who accept an extra trip that interferes with their regular run shall receive their regular pay rate for that period of time they would be on their regular run.
- G. A driver may, with the approval of the Transportation Supervisor, trade a trip with another driver that already has a trip from that list.
- H. If an extra trip is canceled after it has been bid, the driver shall be at the top of the next bid list as well as in the proper rotation.
- I. Any "in city" trip shall be paid a minimum of one (1) hour and these trips shall be bid by rotation on a separate seniority/bid list.

- J. Drivers are responsible for routes traveled on extra trips and must check intended routes with the Transportation Supervisor prior to departure.
- K. Drivers shall be available at all times during extra trips and will remain at the site.
- L. If the driver cancels a trip, a note will be placed in the driver's file and infractions reflected on the driver's evaluation. On a second offense within a year's time, the driver shall lose thirty (30) days off of the rotation cycle. On a third offense, the driver will lose all privileges to sign up for extra trips for the remainder of the school year.
- M. The seniority list for bidding will restart on the Friday following the last day for students. This is for the purpose of bidding on summer trips. This will continue through the end of the next school year.

## **SECTION FIVE: SUBSTITUTING**

- A. The regular runs are the main responsibilities of the drivers assigned to those runs.
- B. Substitute drivers will be first picked from the pool of qualified substitute drivers.
- C. When a substitute driver is not available, a driver from a regular run may be temporarily reassigned.
  - 1. Selection will be based upon the driver's seniority through a rotation cycle.

## **ARTICLE 6 SCHOOL CLOSURE/DISMISSAL**

### **SECTION ONE: SCHOOL CLOSURE**

- A. When school is closed due to inclement weather conditions or any other reason deemed necessary by the Board or its designee, the Board shall have the right to reschedule any days or hours lost for which the District is not permitted to count under Michigan statute and/or Department of Education administrative rules in effect at the time.

- B. When school is closed the employees will not report for work. The employees will be paid their regular rate of pay for the first two (2) days canceled due to adverse weather conditions.
- C. In case of make-up (rescheduled) days with students beyond the days allowed by statutory provisions and/or administrative rules in effect at the time, all employees who are required to work on any such rescheduled days will be paid their regularly daily/hourly rate of pay for such days.

## **ARTICLE 7 GENERAL WORKING CONDITIONS**

### **SECTION ONE: UNSAFE WORK**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. At the Board's discretion, employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.

- A. The Board agrees to furnish all necessary equipment to the driver in order for them to adequately maintain a clean and safe bus.
- B. Each employee shall be responsible for promptly reporting any defects in the bus assigned to such employee to the Transportation Supervisor or his/her designate on forms provided by the Board, a copy of which shall be given to the reporting employee.
  - 1. Any such report shall be made not later than the end of the employee's regular workday.
  - 2. The determination of whether or not a bus on which a report has been filed is in safe operating condition shall be made by the Transportation Supervisor.
- C. Each employee shall conduct a minimum of three (3) or the required number by the state, bus evacuation drills each school year.
- D. An employee involved in any accident shall immediately report the accident and any physical injury or property damage sustained.
  - 1. An employee shall complete an accident report on forms provided by the Board, including the names and addresses of witnesses to the accident.

- a. Failure to promptly complete an accident report form may be cause for discipline.
2. Any employee involved in an accident may be subject to a drug/alcohol test as stated in Article 4, Clause G of this Agreement.

## **SECTION TWO: FACILITIES**

The Board shall provide for each school facility to the extent reasonably available:

- A. Parking facilities.
- B. Telephone facilities for work-related use only. Other phone calls of a personal nature will be charged to the employee.

## **ARTICLE 8 SENIORITY**

### **SECTION ONE: GENERAL PROVISIONS**

- A. Seniority shall be defined as length of continuous service in the bargaining unit commencing with the last date of hire. If two (2) or more employees have the same service entrance date, the employee with the lowest last four digits of the social security number shall be determined to be the most senior.
- B. All employees shall accrue seniority on a yearly basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to his/her first day of work as a regular driver.
- C. The Board shall maintain an up-to-date seniority list. The seniority list will be updated each school year and a copy provided to each bargaining unit member prior to the scheduled bidding date as set forth in Article 5, Section 3, Clause A. The seniority list, as provided by the Board, shall be conclusively deemed irrevocably to be accurate if no objection(s) is received within five (5) working days of their issuance.
- D. Seniority shall be lost in all positions if the employee;
  1. resigns or retires,
  2. is discharged,

3. does not return to work when recalled from a layoff, or
4. is absent for three (3) consecutive days without notifying the Transportation Supervisor, or fails to return from an authorized leave of absence on the agreed upon date, unless the Board and the employee shall otherwise expressly agree in writing.

## **ARTICLE 9 VACANCY AND RESIGNATION**

### **SECTION ONE: VACANCY DEFINED**

A vacancy shall be defined as a newly created position or a present position that is not filled and which the Board intends to fill. A vacancy does not pertain to the extension of hours/time an employee works in a particular position.

### **SECTION TWO: VACANCY POSTING**

All vacancies shall be posted on the Driver's bulletin board for a period of ten (10) workdays.

- A. Qualifications in all instances in this Agreement shall be determined by the Board of Education or its designee.
- B. Interested bargaining unit members must apply in writing to the Transportation Supervisor or his/her designee within the ten (10) day posting period.

### **SECTION THREE: RESIGNATION**

A bargaining unit member must give twenty (20) workdays notice of resignation. By mutual agreement this time period may be shortened.

## **ARTICLE 10 REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

### **SECTION ONE: REDUCTION IN PERSONNEL**

- A. The Board expressly retains the authority to effectuate a reduction in personnel whenever the Board shall, in its sole discretion, determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall, in its sole discretion, determine to have made such action necessary or advisable.
- B. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority.

1. Probationary employees shall be laid off first.
2. Seniority employees shall be laid off in reverse order of seniority.

## **SECTION TWO: LAYOFF**

Whenever an employee is to be laid off, the Board shall notify the bargaining unit member and the Association President. Such notice shall have an effective layoff date of no less than twenty (20) working days from the date of notice if delivered during the school year.

## **SECTION THREE: RECALL**

- A. Laid-off bargaining unit members shall be recalled in accordance with seniority. The bargaining unit member with the greatest seniority shall be recalled first provided they are qualified and are able to perform the duties of the job that is open.
- B. When recalling laid off bargaining unit members, the Board will notify them by certified mail at their last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If such bargaining unit member does not notify the Board within twenty (20) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the Superintendent, he/she will be considered as having quit and all seniority, rights and benefits under this Agreement shall be terminated. The Board may fill the position on a temporary basis until the recalled employee can report for work.
- C. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **SECTION ONE: OBJECTIVE**

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement.

### **SECTION TWO: DEFINITION**

- A. The term "grievance" shall mean; a claim or a complaint by a bargaining unit member or a group of bargaining unit members or

the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

1. The term “grievance” as defined above shall not apply to the discharge of a probationary employee.
2. Unless specified otherwise, days are workdays not calendar days.

### **SECTION THREE: HEARING LEVELS**

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall, within five (5) days, request a meeting with the Transportation Supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided here under.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and the Transportation Supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the Transportation Supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the Transportation Supervisor. The Transportation Supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days thereafter. Within seven (7) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee, within fifteen (15) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within fifteen (15) days after the conclusion of the meeting, the grievance shall be transmitted to the Board within ten (10) days thereafter. At the next regularly scheduled Board of Education



meeting, the Board shall meet with the grievant(s) as long as the Board has ten (10) days prior to the next regularly scheduled Board of Education meeting. If not, a special Board of Education meeting may be called at the discretion of the Board to hear the grievance. The Board or its designee within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

#### **SECTION FOUR: PROCEDURE**

- A. The decision of the Board shall be final and binding.
- B. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

### **ARTICLE 12 PAID LEAVES**

#### **SECTION ONE: SICK LEAVE**

- A. All bargaining unit members shall earn one (1) day of sick leave for each month worked accumulating up to ten (10) days for the school year. Those employees required to work during the summer months shall receive two (2) additional sick days.
- B. Unused sick leave may accumulate to seventy (70) days. If employment is terminated, any accumulated sick leave shall be canceled and the employee shall not be compensated either in terminal pay or otherwise.
- C. It is the employee's responsibility to contact the Transportation Supervisor or his/her designee to report an absence for sick leave no later than 1 hour prior to the driver's regularly scheduled reporting time. When reporting, the employee is to state their name, the specific reason for the absence, and how long, if known, they will be absent.
  - 1. An employee may be denied sick leave benefits if timely notice is not provided.
  - 2. The Board may require medical proof of illness in writing if the employee has demonstrated chronic absenteeism.

- D. In the event of an extended illness greater than 2 weeks, the employee shall notify the Transportation Supervisor or his/her designee of intent to return to work five (5) days prior to returning to work.

## **SECTION TWO: SICK DAY USAGE**

Sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by personal illness, pregnancy, injury, or for medical, dental or optical examination or treatment.
  - 1. Sick leave shall be taken in not less than a one half (1/2) day period.
- B. The bargaining unit member shall be granted a maximum of four (4) days of paid leave for illness in the immediate family. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, and grandparents.

## **SECTION THREE: BEREAVEMENT LEAVE**

The bargaining unit member shall be granted a maximum of four (4) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, grandparents, brother and sister.

## **SECTION FOUR: LEAVE EXTENSION**

The Superintendent, acting on his/her discretion, may extend immediate family illness or bereavement leave days. Any additional days will be deducted from the bargaining unit member's sick leave days.

## **SECTION FIVE: EMPLOYMENT RELATED INJURY**

- A. Absences due to documented injury or illness incurred in the course of the bargaining unit member's employment may at the option of the employee be charged against the bargaining unit member's sick leave days on a pro-rata basis to the extent required in addition to Worker's Compensation benefits received to match the employee's regular paycheck provided however, that the Board's responsibility to the employee's salary compensation or benefits shall only be what is available through Worker's Compensation or as required by law.

- B. Upon expiration of the sick leave, the employee who qualifies for Worker's Compensation benefits shall be placed on an unpaid leave of absence as stated under Article 13.

## **SECTION SIX: PERSONAL BUSINESS LEAVE**

- A. The employee shall be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular workday.
- B. Personal business leave shall not be used for other employment or the seeking of other employment.
- C. A bargaining unit member planning to use a Personal Business Leave Day, or days, shall notify the Transportation Supervisor or his/her designee at least three (3) days in advance, except in the case of emergency in which case they must notify the Transportation Supervisor prior to taking such a day. Exceptions may be granted by the Superintendent.
  - 1. Any employee interested in using a personal business day must complete a "Request for Leave Compensation" form at least three (3) days prior to the absence.
  - 2. The Transportation Supervisor will either approve or deny this request by notation and signature on the form. The employee will also be notified verbally of approval or denial.
    - a. A copy of the signed form approving or denying the day will be given to the employee and a copy will be retained for their personnel file.
    - b. If the day is approved, the Transportation Supervisor will add the days to a master calendar that all bus drivers have access to. **Bus Drivers are not to add anything to the master calendar.**
    - c. If the day is approved, the Transportation Supervisor shall post the name of the substitute driver as soon as one is available.
    - d. The driver shall ensure that the substitute becomes familiar with the route.

- e. If a substitute is not available, the driver agrees to reschedule the Personal Business Leave Day.
- D. An applicant for a Personal Business Leave Day may be required by Superintendent or his/her designee to state the reason for such absence.
- E. Personal Business Leave Days shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.
- F. A bargaining unit member shall be granted a Personal Business Leave Day depending upon the availability of substitutes.
- G. Unused Personal Business Leave Days shall not accumulate from year to year.

## **SECTION SEVEN: JUDICIAL LEAVE**

- A. Any employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Board.
- B. Any employee who is subpoenaed to testify during work hours in any school related judicial or administrative matter not initiated by the member or by the Association, shall be paid his/her full compensation and benefits for such time less any compensation, except mileage payment, received for such witness service.
- C. All other judicial leaves shall be deducted from any personal days or sick leave the bargaining unit member has accrued.
- D. In order to receive payment, an employee must give the Transportation Supervisor prior notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

## **SECTION EIGHT: DEPLETED SICK LEAVE**

If a bargaining unit member has depleted his/her sick leave allowance, he/she may continue to be absent upon request and approval from the Board, but absences thereafter, shall be unpaid.

## **ARTICLE 13 UNPAID LEAVES**

### **SECTION ONE: LEAVE OF ABSENCE**

A leave of absence for up to one (1) year without pay or benefits, except as provided for in the Family Medical Leave Act, may be granted by the Board upon written request from a bargaining unit member. Requests for a leave of absence must be submitted at least thirty (30) calendar days (exceptions may be given by the Superintendent) prior to the requested beginning date of leave and shall include the reason for the leave along with the notification of the beginning and ending dates of said leave. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.

- A. At the discretion of the Board, a one (1) year extension may be granted.
- B. If the Board becomes aware of the employee not fulfilling the intent of the leave, the Board has the right to revoke the leave and/or discipline the employee.
- C. Contingent upon availability of substitutes, a short-term leave of absence may be granted by the Superintendent.
- D. During the duration of any unpaid leave granted, the Board may fill the temporary vacancy created with a “substitute” employee who shall be paid at the regular substitute rate and shall not be a member of the bargaining unit by virtue of such extended substitute status.
- E. While on unpaid leave of absence employees shall not be entitled to compensation or fringe benefits (such as workers compensation insurance, nor any other type of insurance protection provided under this Agreement) and shall not accrue further contractual benefits (such as sick leave, personal leave, or seniority for the purposes of advancement on the salary schedule). These benefits shall be frozen at the employee’s current status.

- F. Failure to return to active duty upon expiration of an unpaid leave shall be conclusively deemed a voluntary quit.
- G. This Article shall not deprive employees of their rights under the Family Medical Leave Act or any other Federal or State statutes.

## **ARTICLE 14 EVALUATION**

### **SECTION ONE: GENERAL PROVISIONS**

- A. The Board may conduct annual evaluations for the primary purpose of assisting employees to improve their performance. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. All written evaluations are to be placed in the bargaining unit member's personnel file.
- B. All observation of the work of each bargaining unit member shall be conducted in person by the Transportation Supervisor or his/her designee and with the full knowledge of the bargaining unit member.
- C. The evaluation shall be by personal observations of the bargaining unit member's work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. The evaluation may not be limited to the actual performance of the job duties, but may also include how the employee relates to his/her peers, students, parents, supervisor, and administration.
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. Following each formal evaluation a conference will be held to discuss the evaluation. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
- E. If the Transportation Supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the

bargaining unit member is to improve, and of the assistance to be given by the Board towards that improvement.

- F. In the event a bargaining unit member is not continued in employment, the Board will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association except during the probationary period as set forth in Article 1, Section Three, Clause A.

## **ARTICLE 15 PROFESSIONAL DEVELOPMENT**

### **SECTION ONE: GENERAL PROVISIONS**

- A. The Board shall provide the driver with in-service training as required by law. If the employee is required to participate in a training program, the employee shall be paid at the extra trip rate for time spent in any such program prorated to the nearest quarter hour, exclusive of driving time.
  - 1. Employees will be reimbursed for mileage expenses incurred in attending such sessions at the current rate as established by the Board.
  - 2. Employees are expected to car pool to training programs.
  - 3. Any mileage must be approved by the Transportation Supervisor in order for the mileage to be reimbursed.
- B. The Transportation Supervisor may assign drivers to train prospective drivers without regard to seniority.
- C. All bargaining unit members may be offered voluntary professional development training opportunities outside normal work hours. Bargaining unit members shall be paid an amount negotiated by the Association and the Board for such training opportunities.
- D. All bargaining unit members may be required to participate in a conference, training, or a meeting scheduled outside of the employee's regular employment schedule.
  - 1. The employee shall be paid at the extra trip rate for such time prorated to the nearest quarter hour.

## **ARTICLE 16 COMPENSATION**

**SECTION ONE: GENERAL PROVISIONS**

- A. The salaries, wages, and supplementary compensation of employees covered by this Agreement are set forth in Schedule “A” which is attached hereto and incorporated in this Agreement.
- B. Employees required to work in excess of forty (40) hours per week will be compensated at time and one-half for any such hours worked.
  - 1. Overtime shall be authorized in advance by the Transportation Supervisor understanding that it is unfair for some drivers to receive overtime compensation while others are working less than forty (40) hours.
  - 2. Drivers must not bid on any extra trip that would probably cause more than forty (40) hours in any one work week.
- C. Michigan Public Schools Employee Retirement shall be paid by the Board.
- D. The Board shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Board and the employee.
- E. The Board shall pay for the CDL license required of all bus drivers.
- F. The Board shall pay the full cost of a required physical exam, TB test, Drug Screen or required X-Ray and all mandated vaccinations (ie. Hepatitis B) if given or administered by a physician or medical facility designated by the Board.
- G. Longevity
  - 1. All employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After 10 years	\$100.00
15 years	\$150.00
20 years	\$200.00
  - 2. The longevity compensation will be paid to the employee on the first pay period in December.



3. An employee will not be entitled to this payment if claimed under another District Agreement.
  
- H. Upon retirement, an employee who has completed a minimum of ten (10) years of continuous service with the Union City Community Schools shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to seventy (70) days.
  
1. An employee will not be entitled to this payment if claimed under another District Agreement.

## **ARTICLE 17 FRINGE BENEFITS**

### **SECTION ONE: INSURANCE**

Each employee may purchase insurance at current group rates and at his/her own expense through payroll deduction or direct cash payment to the Business Office. The bargaining unit member selecting this option shall pay the premium one month in advance or when each premium payment is due as determined by the Board. If the bargaining unit member fails to complete the contract year or to pay the premium amount within the appropriate timeline, the Board is under no obligation to pay any of the premium amount and the policy will immediately terminate. If the policy is terminated, the employee may only reapply during the open enrollment period at the beginning of the next school year.

- A. The Board shall have the exclusive right to select the insurance carrier and to hold the policy on any insurance carrier.
  
- B. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board.

### **SECTION TWO: VISION INSURANCE**

A basic vision insurance plan will be provided by the Board for the employee and his/her eligible dependents.

- A. With a receipt, the driver will receive a pro rated portion of \$650 to offset co-pays, and lens costs offered through the insurance carrier.

- B. All drivers are required to utilize doctors that are approved by the insurance carrier.
- C. The driver must submit all receipts under this provision to the Business Office by May 1 of each year.
- D. The reimbursement check shall be paid by the end of May.

### **SECTION THREE: LIABILITY INSURANCE**

The Board agrees to provide liability insurance coverage for employees in the bargaining unit. The insurance coverage shall include a provision for legal representation in cases where claims are made against an employee while such employee is acting within the course of his/her employment and within the scope of his/her authority.

### **SECTION FOUR: HOLIDAYS**

- A. The Board shall pay for the regularly scheduled hours of each bargaining unit member for the following holidays.
  - 1. Thanksgiving Day
  - 2. Day after Thanksgiving
  - 3. Christmas Day
  - 4. New Year's Day
  - 5. Good Friday
  - 6. Memorial Day
- B. To be eligible for holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

**ARTICLE 18  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009 and shall continue in effect through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 1st day of June, 2009.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHEDULE A

### ***COMPENSATION SCHEDULE***

SECTION ONE: RATE OF PAY	2009-2010	2010-2011
A. <b>PROBATION</b> (0-1 year)	\$14.40	\$14.54
1.   The step adjustment will take effect on the employees anniversary date.		
B. <b>REGULAR DRIVERS/AIDES</b>	\$17.11	\$17.28
1.   “Trip” as used herein shall be deemed to be the equivalent of one and one-half (1 1/2) hours.		
2.   Drivers required to drive more than one and one-half hours shall be compensated for every 1/10 of an hour.		
a.   The extended time shall be determined by taking the average of five consecutive runs within the first thirty (30) days of the school year.		
b.   Bus runs shall be monitored by the Transportation Supervisor or his/her designee.		
c.   Any additional compensation owed shall be retroactive to the beginning of this Agreement.		
C. <b>EXTRA TRIPS</b>	2009-2010 \$10.55	2010-2011 \$10.65
1.   Compensation for extra trips shall begin fifteen (15) minutes before the bus leaves the bus garage and shall end when the bus arrives back at the bus garage.		

**\*The contract will be reopened during the 2009-10 school year for the purpose of negotiating salary for 2010-11.**

### **SECTION TWO: SCHOOL CLOSINGS**

Employees who are not notified of a delay in the opening of school or school closing prior to 6:00 a.m. (special education drivers and aides 5:30 a.m.) shall receive an allowance of \$7.25 for each such day (except for the two days provided for in Article 6, Section One, Clause B).

### **SECTION THREE: CALL IN ALLOWANCE**

Employees who have been assigned an extra trip and failed to receive notification that the trip has been canceled prior to arriving at the bus garage shall receive an allowance of \$14.50.

### **SECTION FOUR: BUS BREAKDOWN**

An employee who is disabled and who is required to remain with the vehicle beyond the termination of the regularly scheduled trip period shall be paid at the extra trip rate for such time prorated to the nearest quarter hour.

**UNION CITY COMMUNITY SCHOOLS  
GRIEVANCE REPORT FORM**

Grievance# \_\_\_\_\_

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

**Submit to Supervisor in Duplicate**

Building

Assignment

Name of Grievant

Date

\_\_\_\_\_

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Article/Section/Policy Violated: \_\_\_\_\_

2. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

D. Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

GRIEVANCE REPORT FORM (cont'd)

**STEP 2**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP 3**

A. Date Submitted to Board of Education: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_