

**COLLECTIVE BARGAINING AGREEMENT**  
**2020 – 2022**

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 ensure 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, 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 ninety (90) 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.

- 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.

- H. The employees may be represented by a two (2) or 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 that 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.

- 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.

**G. Arrival time/Departure**

Drivers are to be at the Garage not more than 30 minutes before their run. Departure time is not more than 15 minutes after your run is completed. Community Unlimited will be the only exception to this rule. Drivers may stay in the driver's room between these runs. The transportation supervisor may waive this in specific instances. Additional time is allowed to accommodate extra duties needed to fulfill our pandemic safety precautions.

**H. Slips**

It is the driver's responsibility to call parents if a student receives a "write up" on the bus.

**I. Garage/Drivers Room**

The Driver's Room is open for the drivers to sit in. Drivers are not to be in the garage unless you are reporting a problem with your bus to the mechanic.

**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

- 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

## 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.

**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.



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.

## **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 five (5) 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.

- 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 be carried over to the next year as sick days.

#### **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 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

**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	\$125.00 (18-19)
15 years	\$150.00	\$175.00 (18-19)
20 years	\$200.00	\$225.00 (18-19)

- 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
  - 7. Labor Day\*

\*Dependent on pre-Labor Day start.
- 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.
- C. On alternating years the drivers will receive an allowance toward purchase of work boots or coats.

**ARTICLE 18  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2020 and shall continue in effect through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 19th day of October, 2020.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

Gene S. Stead  
Superintendent

Parveta Smith  
Negotiator

10/19/20  
Date

1/4/21  
Date

Elizabeth Akora  
Board President

Tim C. Murray  
Negotiator

10/19/2020  
Date

01-04-2021  
Date

