

**AGREEMENT**

**BETWEEN**

**BUENA VISTA  
BOARD OF EDUCATION**

**AND**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 517M**

**(Bus Drivers)**

July 1, 2009  
Through  
June 30, 2012



**BUENA VISTA SCHOOL DISTRICT**  
705 North Towerline Road  
P.O. Box 14829  
Saginaw, Michigan 48601-0829

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## **AGREEMENT**

**THIS AGREEMENT**, made and entered into, by and between the **BUENA VISTA SCHOOL DISTRICT**, 705 North Towerline Road, Saginaw, Michigan (hereinafter referred to as the "Employer" or "the Board"), and Local 517M, **SERVICE EMPLOYEES INTERNATIONAL UNION (Bus Drivers)**, Saginaw, Michigan, (hereinafter referred to as the "Union").

### **ARTICLE I RECOGNITION**

- A. The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular bus drivers employed by the Buena Vista School District, excluding all others.

### **ARTICLE II MEMBERSHIP, FEES AND DEDUCTIONS**

- A. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 30th day following the beginning of such employment, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's regular dues.
- B. The Union shall present the Employer with a certified check-off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Employer for any deduction made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.
- C. In the event that this Article shall be challenged through the Michigan Labor Mediation Board, or the courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the courts.
- D. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The Union will arrange collection of dues for that period directly with the employee.
- E. The Board shall notify the Union of the employees who leave the school district employment and the new hires, in writing, once each month at the time of remittance of Union dues. Upon proper authorization, dues shall be deducted in October for the summer period.
- F. The Employer and the Union agree that any violation of Article XIV. (No Strike/No Lockout) on behalf of the Union shall result in automatic termination of this Article II, (Check-Off), for a period of eighteen (18) months from the date such violation is admitted or such finding is made. The eighteen (18) months period shall extend beyond the term of this Agreement or subsequent Agreements and the subject shall not be bargainable by either party.

**ARTICLE III  
BOARD RIGHTS**

- A. The Employer on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To manage and control the school system and its properties and facilities, and the activities of its employees;
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion for just cause; and to promote, and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

**ARTICLE IV  
SENIORITY**

- A. New employees will be considered as probationary employees until they have been employed continuously for ninety (90) calendar days. After completion of the ninety (90) calendar days, the employee will be considered as a regular employee and his or her seniority will stand as of the date of hire.
- B. When an employee acquires seniority, his/her name shall be placed on the seniority lists. Upon request of the Union, an up-to-date seniority list shall be made available to all employees for their inspection. The seniority list shall be contained within the School District's "bulletin" given to each employee. The list shall also be distributed to all employees by a satisfactory method each year or by mailing the current seniority list to each bargaining unit employee.
- C. In the event it is necessary to lay off employees, employees shall be laid off in reverse order of seniority by their classification provided that those remaining employees are capable or performing the duties necessary for the normal and efficient operation of the Employer. Employees with the same seniority date shall be laid off in alphabetical order, which would result in the lay off of those employees whose surname begins with "A" first in their classification.

Employees shall be returned from layoff in reverse order of the layoff provisions.
- D. When there is a layoff, those employees in the bargaining unit who have been designated as the grievance representatives shall be granted top job seniority for layoff and recall only

provided they are capable of performing the work, and provided further, such super-seniority is limited to no more than two designated employees in this unit.

E. Seniority shall be terminated for the following reasons:

1. Discharge for just cause
2. Quit
3. Retirement
4. Five days absence without notifying employer unless employee has satisfactory reason for not notifying employer
5. Laid off for period equal to seniority or three years whichever is less.
6. Failure to return from a leave of absence

F. At the start of each school year, employees shall select bus runs in accordance with their seniority. Employees with the same seniority date shall select in alphabetical order, which would result in employees whose surname begins with "A" selecting their choice first. In the event the regular driver is unable or unavailable to take a morning or afternoon run, the Employer shall secure a driver for such run in a method of its own choice. In the event the regular driver is unable or unavailable to take a noon run, the Employer shall offer the run to an available regular driver on a rotation basis. Employees shall inform the Board of the times and days they are available for extra work. In the event the Employer has less than one hour advance notice of need for a driver, this provision shall be waived.

Present policy of rotating field trips shall be continued and applied to seniority drivers.

#### **ARTICLE V TRANSFER**

- A. Whenever a regular employee is transferred to another classification outside of the bargaining unit it is recognized by the parties that there will be a thirty (30) workday trial period, during which time the employee may elect to return to his/her former job or, if s/he is incapable of correctly performing the duties of the new job, s/he may be returned for just cause by the Employer to his/her former classification. During such trial period the employee shall receive the rate of the classification to which s/he is assigned.
- B. All jobs district-wide will be posted and the present employees will be given the same consideration as all other applicants.

#### **ARTICLE VI SNOW DAYS**

- A. Whenever school is closed because of inclement weather, the drivers will report for work and perform such duties as assigned to them by the supervisor. Drivers reporting for work on those days will be paid at their regular rate for the time they are required to be at school, which will result in no loss of pay from their normal duties. Employees shall not be required to perform maintenance duties.

This section shall have no force or effect unless the present law mandating the make up of snow days is repealed or declared invalid by the Michigan courts. However, under the present Michigan Law, drivers will be paid the first 2 days when there is an Act of God and the District is not penalized because of loss of State Aid.

**ARTICLE VII  
LEAVES OF ABSENCE**

- A. Upon application by an employee, the Employer may grant a leave of absence, except in case of emergency where prior application shall not be required.
- B. Any employee who does not report back to work by the expiration date as set forth on his leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Employer, except as herein provided, will be considered to have terminated his employment.
- C. The above leaves may be extended upon written application of the employee with the approval in advance of the expiration date.
- D. Disposition thereof shall be in writing, except in the case of emergency leaves of absence.
- E. Emergency leave will be granted in the case of death in the immediate family up to four (4) days time for the work days falling within the period between the time of death and the day of the funeral. The immediate family is to be wife, husband, children, step-children, mother, father, brother, sister of self or spouse, grandmother or grandfather, and grandchildren. Extensions deducted from sick leave may be granted with the approval of the administration.
- F. Anyone drafted or called into military service shall be accorded all rights under the Uniform Services Employment and Reemployment Rights Act (USERRA).
- G. Employees who are called to jury duty shall receive the difference between the juror rate of pay and their regular rate.
- H. Employees may request an unpaid union leave of absence for one full day or more provided there is no undue disruption to the normal school operation.

**ARTICLE VIII  
PREMIUM PAY**

- A. All employees shall receive one and one-half (1-1/2) times their regular hourly rate for any hours worked over forty (40) hours in one work week.
- B. Employees shall be paid two (2) times their regular rate of pay for all work performed on a recognized holiday in this Agreement. Employees will also be paid at one and one half times their regular hourly rate of pay for all hours worked for the first six Saturday assignments of each contract year, cumulative for the bargaining unit. Any Saturday assignments in excess of the first six as stated above, will be paid at the regular rate of pay.

**ARTICLE IX  
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a specific violation, misinterpretation or inequitable application of the terms of this Agreement.
- B. Any employee having a specified grievance shall take the matter up with the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement.

- C. Any employee may request his immediate supervisor to call his Steward to handle a specified grievance, with his immediate supervisor. The supervisor will send for the Steward without undue delay and without further discussion of the grievance.
- D. Grievances which are not so settled shall be reduced to writing on appropriate forms and signed by the aggrieved. The grievance shall specify what provision of this contract is allegedly violated and the remedy requested. If a grievance is not answered in the time allotted, the grievance automatically moves to the next step unless the parties mutually agree to extend the time limits in writing. The grievance shall then be processed beginning with Level One below:

E. Grievance Procedure:

LEVEL ONE

A grievance shall first be taken up with the immediate supervisor within thirty (30) calendar days of the time the employee knew or should have known of the act or condition on which the grievance is based. Disposition of the grievance by the supervisor shall be made within five (5) working days after this verbal discussion.

LEVEL TWO

If satisfactory solution is not reached under Level One, the employee may, within five (5) working days of the disposition in Level One above, present the problem to the Superintendent of Schools or his appointed agent in writing. An answer as to disposition of the problem shall be given by the Superintendent, in writing, within five (5) working days.

LEVEL THREE

In the event the grievance is not settled at the preceding step either the Union or Employer may submit the grievance to binding arbitration. Such request must be made in writing within fifteen (15) working days after receipt of the answer in the preceding step.

The arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

- F. This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall it be considered his function to include the decision of any issues 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 rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revised, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties 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 subtraction) of written terms of this Agreement. The Arbitrator has no obligation merely because, in his opinion, such decision is fair or equitable or because, in his opinion, it is unfair or inequitable.
- G. The fees and expenses of the Arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room, shall be borne by the loser as evidenced by the decision of the Arbitrator. Should the decision of the Arbitrator result in a compromise decision, the

Arbitrator shall make as part of his decision a ruling as to how the above expenses shall be prorated.

- H. Upon mutual agreement of the Board and Union, a grievance may be initiated at any Level of the grievance procedure.

**ARTICLE X  
DISCIPLINE & DISCHARGE**

- A. After completion of the probationary period, employees will be disciplined and/or discharged only with just cause.
- B. Normally, employees shall not be disciplined or reprimanded in view of students or other employees.
- C. Except for misconduct where summary discharge is appropriate, the Board shall utilize corrective, progressive discipline.
  - a. A Union Steward shall be present during discussion of any discipline with an employee, upon request of such employee. Stewards shall not be permitted to interfere with the Employer's investigation of any matter.
  - b. A written copy of the discharge of any employee shall be furnished to the employee and the Local Union. A copy of any discipline shall be given to employee.
- D. Any letters which are placed in an employee's file a copy will be forwarded to the Union Steward.

**ARTICLE XI  
DISCIPLINARY PROCEDURES**

- A. The Board agrees that in assessing any disciplinary action against an employee in the bargaining unit, it shall not consider any formal disciplinary action taken against that employee which happened twelve (12) months or more prior to the date of the infraction under consideration.

**ARTICLE XII  
CALL IN TIME**

- A. Employees called in to work for an emergency will work or be paid for a minimum of two (2) hours.
- B. Employees called to drive for a field trip shall receive a minimum of two (2) hours work of pay.

**ARTICLE XIII  
SICK LEAVE**

- A. The Employer will credit each employee with eight (8) hours of sick leave for each 160 hours paid during the fiscal year.
- B. Unused sick leave days may be accumulated.



- C. Employees will be eligible to receive sick leave pay on the first day they have been absent from work as a result of their illness. Paid sick leave shall be equal to the regular pay the employee would have received on the day absent if it had been worked. Employer will not unreasonably require employees to provide medical statements. Reasonable requests for medical statement shall include, but not be limited to, (1) verification of an employee's medical ability to return to work after extended absence; (2) pattern absenteeism; (3) excessive absenteeism.
- D. Employees shall be furnished a telephone number to call when unable to report for work.
- E. Employees shall be allowed three (3) days to be deducted from sick leave in any fiscal year for personal business, without loss of pay, provided that such day is needed to handle such personal business that cannot be reasonably taken care of outside their regular working hours and further provided that suitable replacement can be obtained by the administration. Application shall be made as far in advance as possible to the supervisor except in case of emergency.
- F. Payroll deduction on long term and short term disability insurance is subject to the provisions of the carrier.

**ARTICLE XIV  
NO STRIKE/NO LOCKOUT**

- A. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article may be cause for immediate dismissal. The Employer shall not lock out any employee during the term of this Agreement.

**ARTICLE XV  
WAIVER CLAUSE**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and Employer, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in the Agreement, or with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XVI  
SUMMER EMPLOYMENT**

- A. While it is recognized by the parties that summer programs are separate and not included under the subject matter of this Agreement, the parties do agree that the past practice engaged in by the School District will be continued in selecting drivers for summer employment.

- B. All drivers presently working in the summer program shall continue to have first option for new programs, but additional drivers requesting summer employment shall be considered on the basis of seniority.
- C. Employer shall provide transportation to driver education classes for all employees attending classes at Saginaw County East.

**ARTICLE XVII  
CITATIONS**

- A. Employees receiving citations issued by the Police Department shall be required to pay such tickets unless a defective condition was known by the Employer and the driver was given an order to continue operation.
- B. Employees shall be given copies of all defective equipment reports that they file.

**ARTICLE XVIII  
HOLIDAYS**

- A. The following listed holidays are considered non-working days and the Employer agrees there shall be no deduction from the salary of the employees when these days fall or are observed on a regular work day.
- B. The holidays recognized for employees by the Employer are: New Year's Eve, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, Christmas Eve, Good Friday, Martin Luther King, Jr. Day and Easter Monday as established by the Board and provided the employee would have otherwise been scheduled to work.
- C. If one of the above holidays falls on Saturday, employees shall be given Friday off. If one of the above holidays falls on Sunday, employees shall receive Monday off. This section applies only if school is not in session on the Friday or Monday.
- D. To be eligible for holidays, employees must have seniority and worked their last scheduled day before and their first scheduled day after such holidays, unless off sick or off with an excused absence, provided the employee has worked in the week before and the week after the holiday.

**ARTICLE XIX  
WORKING CONDITIONS**

- A. All drivers shall be held responsible for checking the oil in their own vehicles, however, if they request help the school will have the mechanic put the oil into their vehicles. An employee will be paid or scheduled to work at least two (2) hours pay each time the employee is required to report in a work day.
- B. Drivers assigned to trips out-of-town shall be allowed to draw money for contingency expenses prior to leaving on such trips. Subject to a set off for any amounts advanced, employees will be allowed up to the following amounts based on receipts provided:

Breakfast	\$5.00
Lunch	\$8.00
Dinner	\$12.00

- C. The Board will reimburse the driver for renewals for special licenses and endorsements that the bus drivers need to operate their buses once every four years.

- D. Supervision or Maintenance employees shall not drive any bus on a regular driver's route during the driver's absence, except when there has been an accident or bus breakdown or to train new drivers or in an emergency where regular drivers are not readily available.
- E. Carry-all drivers - It is agreed between the parties that if a carry-all driver is scheduled for more than four (4) hours at a given time, at least one (1) twenty (20) minute break period shall be allowed for the driver to be relieved from his regular duties.
- F. The School agrees to provide Worker's Compensation for all employees who qualify under the Michigan Worker's Compensation Act.
- G. The present policy of rotating field trips and extra runs shall be continued and applied to seniority drivers.
- H. The Employer shall provide a bulletin board in the employee's lounge for posting of Union notices.
- I. Employer shall pay for all annual physical examinations.
- J. Employees shall be reimbursed by the Employer for the cost of all chauffeur's licenses.
- K. Extra bus runs where the regular driver is unavailable, shall be offered to the highest seniority bus driver on a rotating basis.
- L. The Board shall provide a safe and healthy working environment as otherwise required by laws of the State of Michigan. Employees shall have the obligation to follow all safety rules and policies set by the Board, all traffic laws and shall, at all times, operate school buses in a safe and responsible manner. Employees shall be responsible for reporting all unsafe conditions to their supervisor.
- M. Personnel records shall be maintained by the Board in manner consistent with state law. Employees shall have access to the records and may place responses to records contained in the file as otherwise provided by statute.

**ARTICLE XX  
SALARY SCHEDULE**

	<b>2009-10</b>	<b>2010-11*</b>	<b>2011-12**</b>
<b>Step 1</b>	10.27	10.27	10.27
<b>Step 2</b>	10.72	10.72	10.72
<b>Step 3</b>	11.16	11.16	11.16
<b>Step 4</b>	11.61	11.61	11.61
<b>Step 5</b>	12.08	12.08	12.08
<b>Step 6</b>	12.53	12.53	12.53
<b>Step 7</b>	13.00	13.00	13.00
<b>Step 8</b>	13.45	13.45	13.45
<b>Step 9</b>	13.92	13.92	13.92
<b>Step 10</b>	14.37	14.37	14.37
<b>Step 11</b>	14.81	14.81	14.81
<b>Step 12</b>	15.27	15.27	15.27

**\2009-2010**

For the pay period following the ratification of this Agreement by the Union and approval by the Board of Education, the District will pay all active employees a one-time off-schedule lump sum payment of two hundred dollars (\$200.00).

**\* 2010-2011**

Wage Re-opener. The parties understand and agree that neither party shall be required to participate in fact-finding with respect to the negotiation of wages, and that a party's decision to forego fact-finding shall not be construed or interpreted as a failure or refusal to engage in good faith bargaining.

**\*\* 2011-2012**

Wage Re-opener. The parties understand and agree that neither party shall be required to participate in fact-finding with respect to the negotiation of wages, and that a party's decision to forego fact-finding shall not be construed or interpreted as a failure or refusal to engage in good faith bargaining.

**LONGEVITY SCHEDULE  
Effective July 1, 1988**

After ten (10) years of service - 3% above regular salary  
After fifteen (15) years of service - 6% above regular salary

- A. Employees whose anniversary date of hire falls between July 1 and December 31 shall receive longevity increase on January 1 following 10/15 complete years of service.

- B. Employees whose anniversary date of hire falls between January 1 and June 30 shall receive longevity increase on July 1 following 10/15 complete years of service.

No longevity for new hires after 6-30-96.

**ARTICLE XXI  
HOSPITALIZATION**

The Parties agree that as soon as practical after ratification of this Agreement, the employer will provide the following for all employees working thirty-five (35) or more hours per week. In addition, the employer will pay 50% of the cost of the following for all employees working 30-34 hours per week, provided the employee elects to receive such coverage and pays those contributions in advance.

Calculation of the hours as used to determine qualification for the benefit referred to herein shall be based upon the average number of hours the employee works during the previous school year. Once the individual qualifies, he or she shall remain eligible for the benefit for twelve months (provided the employee continues employment). However, the employees must qualify each year.

- A. Health care benefits as provided by BCBSM Plan #PPO 1.
- B. Dental care benefits as provided by BCBSM Plan #K069.
- C. Vision care benefits as provided by BCBSM Plan #12/12/12.

**ARTICLE XXII  
LIFE INSURANCE**

- A. \$15,000 Term Life Insurance for all drivers effective with the 1996-97 school year subject to carrier provisions.

**ARTICLE XXIII  
COPE FUND**

- A. Payroll deduction for COPE money at \$.01 per hour. Number of hours based on normal work schedule.

This Article shall not become effective unless Michigan law expressly allows a public school district to administer payroll deductions for political action committee (PAC) contributions.

**ARTICLE XXIV  
TERM OF AGREEMENT**

This Agreement shall be effective on July 1, 2009, and shall remain in full force and effect without change, addition, or amendment from this date to June 30, 2012, and shall be renewed from year to year thereafter, provided either party hereto may reopen the Agreement for changes and amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend, or terminate at least sixty (60) days prior to June 30, 2012.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives as of the \_\_\_th day of \_\_\_\_\_, 2010.

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Sharron Jenkins Norman  
Superintendent of Schools  
Buena Vista School District

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Dan Renner  
Service Employees International Union  
Local 517M

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Ruth Gorney  
Member Representative

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Robert Lloyd  
Member Representative