BAY CITY PUBLIC SCHOOLS

Bus Drivers

United Steelworkers of America
AFL-CIO
Local Union No. 7380

For the School Years
1997-1998
1998-1999
1999-2000

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AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION AND
UNITED STEELWORKERS OF AMERICA, AFL-CIO
Local Union No. 7380

THIS AGREEMENT entered into this 1st day of September, 1997 to be effective as set forth in Article 25 and Schedule "A" hereof, by and between the Board of Education of the City of Bay City, Michigan hereinafter called the "Board" and the United Steelworkers of America, AFL-CIO, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, and as amended by later acts, to bargain with the Union as the representative of its school bus drivers with respect to hours, wages, terms and conditions of employment.

Definition of Employee: The term "employee" as used in this Agreement shall mean all school bus drivers (including substitute drivers), dispatcher/s and such other employees of the Board as the Board and the Union may agree to.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

Section 1.1

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, and as amended by later acts for school bus drivers, but excluding supervisory administrative personnel. The term "employees", then used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined; and references to male employees shall include female employees.

Section 1.2

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

Section 1.3

The Board agrees not to negotiate with any organization representing the employees covered by this Agreement, other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms and procedures of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

Section 1.4

Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other laws of Michigan or the Constitutions of Michigan and the United States, the rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

UNION DUES OR SERVICE FEES AND PAYROLL DEDUCTIONS

Section 2.1

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or forty-five (45) days following the beginning of his employment, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

(a) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 2.1 and provided that on the thirtieth (30th) day after the signing of this Agreement or the forty-fifth (45th) day after the employee has been hired, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by said Union.

(b) In the event an employee refuses to comply with Section 2.1 or Section 2.1 (a), he shall be subject to discharge.

Section 2.2

The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with 2.1 (a), the Employee agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made weekly.

Section 2.3

The Board agrees that it will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USWA-PAC) voluntary contributions to the USWA Political Action Fund from the earnings of those employees who shall have signed individual authorization cards. The Union shall deliver to the Board or its designee a copy of the signed authorization before any deduction from earnings shall be made. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such authorization form and shall be in compliance with any applicable state or federal law.

Section 2.4

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Treasurer of the Union, 5 Gateway Center, Pittsburgh, Pennsylvania, 15222, or such other address as he may designate such sum deducted. The Union agrees promptly to furnish any information needed by the Board to fulfill the provision of this Article and not otherwise available to the Board. The Union agrees to reimburse the Bay City Public Schools for any data processing expenses incurred due to the revision of the dues calculations set forth by the Union up to $700.00.

Section 2.5

The Union will be notified in writing of all newly hired drivers. Said notice shall include name, date of hire, address and telephone.

Section 2.6

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, Union Dues or Service Fees, United Fund, insurance programs, or any other plans or programs jointly approved by the Union and the Board.

ARTICLE III

RIGHTS OF THE UNION

Section 3.1

Pursuant to Act 336 Public Acts of Michigan for 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 3.2

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or a mutually agreed upon arbitrator pursuant to the provision of the Agreement.

Section 3.3

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Building Administrator. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union and its members.

Section 3.4

The Board agrees to furnish to the Union, in response to reasonable requests from time to time available information concerning financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and

during the term of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedures.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

Section 4.1

It is hereby recognized by all parties hereto that the Board, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States. It is further recognized that the exercise of powers, rights, authority, 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 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.

ARTICLE V

COMPENSATION

Section 5.1

The employees covered by this Agreement shall be paid in accordance with the wages described in the attached Schedule "A".

Section 5.2

a) Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one week, whichever is greater, but not both. Time and one-half will be paid for all Saturdays. Double time will be paid for all Sundays and Holidays. The provision for time and one-half over eight (8) hours in any one day or Saturdays or double time on Sundays or Holidays shall not be applicable in any week where the particular employee is absent by reason of unexcused or unexplained absence.

b) When a member of supervision requests an employee to remain after working hours or to attend a meeting prior to the start of their shift, the employee will be notified in writing as to the time and place. Meeting will begin no more than 15 minutes before

the start of a shift or no later than 15 minutes after the end of a shift. The meeting will be of reasonable duration.

Section 5.3

Regular drivers, and Dispatchers, actively at work, on sick leave and/or Workers' Compensation will be paid the following holidays: Labor Day, Thanksgiving Recess, Good Friday, Memorial Day, July 4th, Christmas Day, and New Year's Day. Should a holiday fall on a Sunday, Monday shall be considered a holiday. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday. All regular drivers shall receive pay for their regular number of hours as in a regular work day for each of the holidays listed herein when worked. Holiday pay shall be paid in addition to payment for hours worked on said holidays. If bus drivers work the day before Christmas, it shall be considered a holiday.

Section 5.4

Regular drivers actively at work, on sick leave, and/or Workers' Compensation will be paid for the Christmas Recess.

Section 5.5

The sum of $225.00 will be paid as a travel allowance because of split shifts to regular drivers on the last day of the year. Said amount will be pro-rated where drivers worked less than a full year.

Section 5.6

A longevity payment shall be paid according to the following schedule: Present of Maximum of Classification:

On the 10th, 11th, 12th, 13th, and 14th year of service...4%
On the 15th, 16th, 17th, 18th, and 19th year of service...5%
On the 20th year of service and thereafter.....6%
These years shall be determined by the following method:

1) A longevity date shall be set using Article VIII (8-1) as a basis. From July 1, 1994 forward, starting date will be reflected back to initial starting day after completing ninety (90) calendar day probation. An employee hired during the first half of the school fiscal year, or between July 1 and January 31, shall have a longevity date as of July 1 of the fiscal year. An employee hired during the last half of the school fiscal year or between February and June 30 shall have a longevity date as of July 1 of the following fiscal year. For example: A person hired on January 15, 1974, will have a longevity date of July 1, 1973.

2) To find the tenth, fifteenth or twentieth year of service, add nine, fourteen or nineteen to the longevity date year. July 1st of that year will be the date when the 4%, 5% or 6% Longevity begins as per example.

Example:	10th Year	15th Year	20th Year
Longevity	July 1, '60	July 1, '60	July 1,'60
Add	9	14	19

4%, 5% or 6% Longevity begins July 1, '69, July 1, '74, July 1,'79

Section 5.7

Within 30 days after the end of each period noted in the schedule below, the district shall make a payment to each employee in the amount of 1% of total compensation during the period provided employee has not more than two and one half days of absence for any reason during the period. Days off due to union business do not count as an absence.

Periods are:

Start of regular school year to the end of first semester.
Start of second semester to end of regular school year.

Section 5.8

A unit member having 20 years or more of service and having no negative written evaluations and no written discipline during the preceding five (5) years shall be paid at an hourly rate reflecting an additional 1% of the base salary indicated in Schedule A.

Such additional 1% shall be continued during each subsequent contract year providing the unit member continues to meet the criteria noted in the preceding paragraph.

The twentieth year of service shall be determined as defined in Section 5.6.

ARTICLE VI

JOB CLASSIFICATION

Section 6.1

A regular driver is an employee who has completed his initial ninety (90) calendar day with a minimum 45 work day probationary period and has been awarded route/s through the posting procedure.

Section 6.2 **Substitute Driver**

A substitute driver is a new hire who shall work for a ninety (90) calendar day with a minimum 45 work day probationary period.

A substitute driver is one who has not been awarded a route/s, but may fill in for regular drivers, does other work assigned to him/her in the yard, or may drive extra trips when regular drivers are not available.

Section 6.3 **Benefit Substitute Driver**

After all routes have been awarded via seniority, thus establishing regular driver status, the next three (3) drivers in the substitute driver grouping shall be declared and awarded "Benefit Substitute Driver" status.

Section 6.4

When a new job is created or an existing job substantially changed, resulting in a new wage rate, the employee or employees affected may at any time within thirty (30) days (except where the parties otherwise mutually agree) file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the unit. Such grievance shall be submitted in the third step of the grievance procedure in this Agreement. If the Grievance is submitted to arbitration, the decision of the arbitrator shall be final and binding as of the date the employee was assigned to the new job.

ARTICLE VII

HOURS OF WORK

Section 7.0

Driver hours shall be determined as follows:

Driver time, including one-half (1/2) hour clean-up, shall be determined by route/s as posted by Supervisor. Said routes shall have been calculated utilizing a computerized scheduling program prior to the initial posting of District routes. A Union team of four (4) members may review all tentative route/s prior to the initial bid. Route time may later be adjusted for cause.

The period of one-half (1/2) hour clean-up shall allow each driver to:

A) Gas any bus driven

B) Perform bus cleaning chores, such as sweeping, washing windows/mirrors/etc., and other such items which may need attention.

Section 7.1

Drivers/Dispatchers shall be guaranteed five (5) or more hours for all regular routes developed by the Transportation Department with no more than five drivers receiving less than five (5) hours but not less than four (4) hours of the total number of routes established by Administration for that school year.

Routes to be set by union and management to establish as many six (6) hour or more schedules as possible. Union and management will reach mutual agreement on route changes after the forty-five (45) day posting.

Dispatchers will not be used as drivers except in an emergency.

ARTICLE VIII

SENIORITY

Section 8.1 Regular Employees

A regular employee is an individual who is working on an awarded route/s as a regular driver. Said individual must successfully complete a ninety (90) calendar day with a minimum 45 work day probationary period before he/she earns "regular driver" status. Said regular drivers seniority date shall begin on his/her first (1st) work day. Full rights and all fringe benefits shall begin the first working day as a regular driver following the completion of the probationary period. During a probationary period, said employee may be transferred, laid off or terminated as exclusively determined by the Supervisor of Transportation and Deputy Superintendent for Personnel and Employee Relations.

Section 8.2 Substitute Driver

A substitute driver is a new hire who shall work for a ninety (90) calendar day with a minimum 45 work day probation period. Said drivers "sub" seniority date shall begin on his/her first (1st) work day. The initial period of probation may be extended an additional fifteen (15) work days by mutual agreement between Union and Management. During the probation period such employee may be laid off or terminated as exclusively determined by the Director of Transportation and/or Deputy Superintendent for Personnel and Employee Relations. Employees whose seniority date falls on the same day shall be determined by lot.

Section 8.3 Selection of Employees

Seniority shall be the basis for filling new or established vacancies, with the exception of the Dispatchers positions, which shall be appointed by the Director of

Transportation. When vacancies occur, the Director of Transportation shall interview and select the successful candidates for the Dispatchers positions.

Section 8.4 Loss of Seniority

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

(A) Employee quits

(B) Employee is discharged for just cause and not reversed through the grievance procedure

(C) The laid-off employee is not re-employed within nineteen (19) months

(D) If an employee is absent for three (3) consecutive work days without having called in to notify the Director of Transportation of a justifiable reason for such absence.

Section 8.5

An up-to-date seniority list shall be posted on the bulletin board at the yard prior to each semester.

Section 8.6

When layoffs are required, the least senior employees shall be laid off in line with their seniority date. When re-employment occurs, the reverse process will take place.

Section 8.7 Notice

When an employee is laid off for an indefinite period other than during the first ninety (90) calendar days and the layoff commences during the regular school year, he will be given a fifteen (15) day notice of such layoff. If he is laid off because of the discontinuancy of a run, such employee will be entitled to five (5) days notice. If the Board fails to give the required notice of layoff, the employee will be paid at his usual rate for that part of the notice period which he did not work. An employee leaving his position with the Board shall likewise be required to give the Board at least fifteen (15) days written notice of his intention to terminate.

Section 8.8 Super-Seniority (Regular School Year)

The following employees shall carry super-seniority for lay-off purposes as long as there is work they can perform and in which case, they shall be the last employees to be laid off and the first to return unless they elect to resign;

President of the Local if he belongs to Bargaining Unit
Three (3) Committeemen

Financial Secretary, only if from this Bargaining Unit
Treasurer, only if from this Bargaining Unit
Recording Secretary, only if from this Bargaining Unit
Unit Chairman
Unit Secretary

Section 8.9 Super-Seniority (Summer Months)

The following employees shall carry super-seniority for summer work only:

President of Local if he belongs to the Bargaining Unit
Unit Chairman
Three (3) Committee persons

ARTICLE IX

POSTING - BIDDING - ASSIGNING/VACANCIES

Section 9.1 Posting Criteria:

All posted route/s will reflect the following information: Route number, vehicle assigned, start and end time, total work time, and school/level.

Vehicles may be re-assigned to accommodate service repairs and special trips.

Section 9.2 Postings

Management shall determine route assignments prior to the opening of school. To the extent that routes remain substantially unchanged, drivers shall be assigned to the route held at the close of the prior school year. All routes shall be assigned in a mailing to all Unit members at least five (5) days prior to the annual Bus Driver In-Service Day. Any unfilled routes or newly created routes that are unfilled for the initial forty (40) calendar days shall be assigned to substitute drivers based upon seniority.

In the event routes are eliminated or reduced in the number of hours needed to complete the route, the affected employee(s) shall not be reduced in hours worked per day until such time as all routes are bid. Management may either 1) continue the driver in the reduced route without a reducation in hours worked per day, 2) assign the driver to an unfilled route, or 3) conduct a bid and award all routes by seniority on the annual bus driver in-service day.

In the case that a bid is conducted on the annual bus driver in-service day, all drivers in attendance shall bid in line with their seniority or the Union shall bid on their behalf.

When all routes have been awarded, the remaining drivers will be declared substitutes. The three (3) substitute drivers with the highest seniority shall then be declared "Benefit Substitutes."

Management and the union shall mutually agree to the adjustment, addition, or deletion of routes/runs as necessary to meet the needs of students throughout the school year. In the event routes are reduced or eliminated after the first forty (40) days, affected employees shall not be reduced in hours worked per day provided that such employees remain available and on site for other assignments as determined necessary by the transportation supervisor or designee in accordance with the starting and stop times awarded by bid.

The Bargaining Unit and Administration will mutually agree as to those Unit members to be classified as "long-term" illness or "Workers' Compensation" employees prior to any formal "bid" process. After such determination, those persons will not be allowed to participate in the "bid" process until they are released for full time duty.

Persons identified as "long-term" and "Workers' Compensation" employees referred to in preceding paragraph will be compensated for the number of hours they were receiving during the school year which they last worked.

Section 9.3 Posting - Within First 40 Calendar Days:

During the initial 40 calendar days from the start of school (for first day of student attendance for the school year), necessary route adjustments shall be made. Upon completion of the adjustments, all routes shall be posted, and bid for all routes will be conducted no later than forty-five (45) calendar days after the start of school.

Section 9.4 Postings - After 40th Calendar Day:

Postings in this category are initiated by a permanent vacancy or a route being adjusted by more than fifteen (15) minutes. Exceptions may be approved by mutual Agreement between Union and Management. Routes or runs which become available due to permanent vacancy and are deemed by mutual agreement between union and management to be no longer necessary are not subject to posting or continuance.

Section 9.5 Posting Issues:

Once routes have been established, drivers may not adjust routes or stops without written permission from Management.

Drivers will assume awarded route/s and duties the Monday following any award.

When a permanent vacancy occurs beyond the initial forty (40) calendar day period, it shall be posted within five (5) days and the bid/award meeting shall be held within three to five (3-5) days following the posting.

The most senior driver on the substitute seniority list shall be awarded the vacancy. Should the senior substitute driver refuse the award, Work Rules - Group "B" shall be in effect.

Section 9.6 Vacancies

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

A "temporary" vacancy is any vacancy which is not described above and shall be filled with a substitute driver.

ARTICLE X

BUS DRIVER EDUCATION CLASSES

Section 10.1

All employees must attend the School Bus Driver Education classes except when on sick leave or Workers' Compensation. The compensation for such attendance shall be for the hours spent in class at the employee's regular hourly rate as published in Schedule "A". No pay may be received by an employee for attending classes while on sick leave or Workers' Compensation. All bus drivers must meet State Department of Education regulations. Drivers who are ineligible, or new drivers, shall complete twelve (12) hours of classes and shall be paid by the Board. The hours of class each year for all other drivers shall be set by the Director of Transportation. Bus drivers required to take written and/or road tests will be paid up to two (2) hours, but not less than one (1) hour at their hourly rate for such tests taken.

Section 10.2

The Director of Transportation shall apply for a certificate of enrollment of a temporary permit for new drivers and employees returning from sick leave or Workers' Compensation who are ineligible due to lack of courses.

Section 10.3

The Bay City Bus Drivers shall attend Bay City Public Schools Bus Drivers' Education classes. Absences from said classes shall only be with written authorization of the Director of Transportation.

Section 10.4

The reimbursement rate for In-Service days shall be the driver's hourly rate as stated in Schedule "A" for the hours of required participation as defined by the Director of Transportation.

ARTICLE XI

SICK LEAVE AND SICK LEAVE BANK

Section 11.100

The primary purpose of the sick leave allowance is to cover the regular full time driver/employee and his/her absence from work because of personal illness sufficiently severe that it would make his/her association with children inadvisable. Sick leave also applies to absences as provided in Article XII, Sections 12.101 and 12.102.

Section 11.200

Sick leave may be used as follows: In the event of absence from work due to hospitalization or accident or illness, sick leave shall be payable from the first day, providing the eligibility requirements are met (ref. 11.500).

The amount of sick leave for regular full time drivers/employees shall accumulate at the rate of eight (8) days per semester, with total accumulation limited to 96 days. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

Section 11.300

Any benefit sub bus driver shall be entitled to one day's sick leave for each fifteen (15) days of worked driving time.

Section 11.400

Any employee who is absent because of an injury or disease compensable under the Workers' Compensation Law shall receive from the District the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of his sick leave benefits and shall be charged against his/her sick leave. It is not the intent of the compensation benefit to allow an employee to receive more money than what would be the normal take home pay of the employee before voluntary deductions, i.e., credit union, United Fund, etc. The employee shall receive his/her regular rate of compensation from:

(a) The District, or
(b) The District and/or Insurance company.

If the compensation award is made during or after the sick leave is exhausted, any resulting dollars in excess of the weekly gross amount shall be endorsed or repaid to the District.

Section 11.500

This sick leave plan applies to all regular full time drivers/employees, and benefit subs, but excluding substitutes, in the Bargaining Unit. Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) work days before drawing any days granted by the Appeal Board from the Bank. Work days in the waiting period shall be paid retroactively except as restricted by Section 11.515 below. To afford the maximum protection against a prolonged illness (any illness that extends beyond fifteen (15) work days), the following Sick Leave Bank shall be established for employees of the District, and each employee covered by this Agreement shall participate as follows.

Section 11.510

On September 6, 1966, each employee contributed one (1) day of his sick leave to the Bank. The Board of Education will cooperate in the establishment of said Sick Leave Bank; and in order to help establish the Bank in the school year 1966/67, the Board donated 400 sick leave days. New employees shall contribute one sick leave day to the Bank from their first sick leave allowance.

Section 11.511

When Sick Leave Bank falls below 2,000 days, the Board shall assess each employee one (1) day of his sick leave.

1) On June 11, 1985 the Sick Leave Bank Appeal Board shall assess each respective bargaining unit member one (1) day of his/her sick leave.

2) In the event a bargaining unit member does not have one (1) day of sick leave on June 11, 1985, the member shall be assessed the one (1) day at the beginning of the 1985-86 first semester. This one (1) day assessment shall be in addition to 4) below.

3) In the event a bargaining unit member retires prior to the beginning of the 1985-86 first semester, the one (1) day of sick leave assessed on June 11, 1985 shall be restored to the bargaining unit member.

4) At the beginning of the 1985-86 semester, the Sick Leave Bank Appeal Board shall assess each respective bargaining unit member four (4) days of his/her sick leave.

5) The respective Master Agreement shall be modified to provide that "Whenever the Sick Leave Bank falls below two thousand (2000) days, the Sick Leave Bank Appeal Board shall assess each employee the number of days of his/her sick leave necessary to increase the Sick Leave Bank days to a minimum of two thousand five hundred (2500) days. The number of sick leave days assessed each employee shall be the same."

6) Additions to the Bank in 5) above shall be made as required at the beginning of each semester according to the limitations of 5) above.

7) The Bay City Public Schools further agrees that all employees not represented by a bargaining unit but participating in the Sick Leave Bank shall be subject to numbers 1), 2), 3), 4), 5), and 6) above.

Section 11.512

Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.

Section 11.513

An employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Office of Pupil Personnel Services.

Section 11.514 Maximum Allowance

An employee may not draw from the Sick Leave Bank more than a combined total of 180 days per illness during the duration of his/her employment with the Bay City School District.

Section 11.515

Any bargaining unit member who did not have twenty-five (25) or more accumulated sick days at the beginning of his/her illness, injury or incapacitation shall not be eligible to receive sick days from the Bank for ten (10) working days.

Any bargaining Unit member who is ineligible for the said ten (10) working days shall still be eligible for the 180 day maximum in Section 11.514 above.

Holiday pay and days off with pay shall be paid if such days fall within the said ten (10) working days. However, the Bargaining Unit member shall still be subject to ten (10) working days without pay.

Section 11.516

Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

Section 11.517

If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine if the illness is valid.

Section 11.518

The Appeal Board may grant or suspend sick leave days from the Bank. Their judgment and/or decisions will be final.

Section 11.519

The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the president of the Administrators' Association, the presidents of the non-teaching Associations (including the Unit Chairperson of the United Steelworkers' of America Local Union No. 7380), two (2) Central Office administrators, and the Superintendent, or the aboves' designated representatives.

Section 11.520

No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the Sick Leave Bank until he has reported back to work.

Section 11.521

An annual report of the Sick Leave Bank will be published in the "Superintendent's Newsletter", including a statement of the number of days granted from the Bank, the number of days remaining in the Bank, and the cost of the days granted.

Section 11.600

In the event an employee who has submitted a resignation becomes eligible for sick leave before the effective date of the resignation, he shall be entitled to the personal sick leave he may have accumulated for the specific illness or accident.

Section 11.601

Before a female employee will be granted sick pay for pregnancy, she must present to the Office for Personnel and Employee Relations a written certificate from her physician indicating that in his opinion she is no longer able to regularly perform her work because of her pregnancy condition. Should administration have any questions about the inability to work, even if there is her own doctor's statement, administration could then exercise the right to have her undergo an examination by a separate doctor engaged by the District.

An employee must notify the Deputy Superintendent for Personnel and Employee Relations when the baby has been delivered. Then, before the sixth pay check following delivery is issued, the employee must produce another doctor's statement saying that she is unable to return to work and the medical reasons. If the Deputy Superintendent for Personnel and Employee Relations does not hear from her, the sixth pay check would not be issued and he will write a communiqué to the employee asking the status of the leave.

If an employee desires to take a child rearing leave without regard to her ability to work, that would have to be done under Section 12.302 of the Agreement and would be a leave of one (1) year granted without pay. Provisions in the Master Agreement relative to extensions would still apply.

Section 11.700

Any employee who has been suspended without pay for excessive absenteeism (in presence of representation, unless the individual does not want representation) shall not be eligible for the Sick Leave Bank for a period of one (1) year from the date of the Suspension meeting. The bar from use of the Sick Leave Bank shall be maintained even if the suspension is overturned in the grievance procedure. Excessive absenteeism shall be defined as when an employee's absence exceeds an average of nine (9) work days per year (excluding all absence of ten (10) consecutive work days or more). Discipline for excessive absenteeism shall be as follows:

1st offense.....Reprimand
2nd offense.....One (1) day without pay

Section 11.800

If there is any question or doubt regarding illness of an employee, the Superintendent, or his appointee, may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed or an employee is permitted to return to work after an illness.

ARTICLE XII

LEAVE OF ABSENCE

Section 12.100

Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

Section 12.101

A maximum of five (5) days per year for a critical illness in the immediate family as defined in 12.200, living in the same household. Use of sick leave for this purpose must be supported by a doctor's certificate describing the critical illness for which such family member was treated when the driver returns to work. Any deviation will be at the discretion of the Deputy Superintendent for Personnel and Employee Relations.

Section 12.102

Two (2) personal days to conduct business which cannot normally be handled outside of school hours. No more than three (3) people will be granted a personal day on any given day unless there are available substitute drivers. At least a five (5) day notice shall be given except in an emergency. The leaves will be given in the order received at the Transportation Office. A personal day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season, except with justification, in writing, to the Director of Support Services. All requests must go through the immediate supervisor and then to the Director of Support Services.

LEAVE - NOT CHARGEABLE AGAINST SICK LEAVE:

Section 12.200

A maximum of three (3) days for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, children, grandchildren, step-children, brother, and sister. Additional time may be granted at the discretion of the Director of Support Services.

Section 12.201

One (1) day for attendance at the funeral service of brother-in-law, sister-in-law, grandparents or person whose relationship to the employee warrants such attendance. Extension may be granted by the Director of Support Services.

Section 12.202

Absence when called for jury duty.

Section 12.203

Court appearance as a witness in any case connected with the employee's employment or whenever the employee is required to attend any proceeding.

Section 12.204

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

LEAVE WITHOUT PAY

Section 12.300

Any employee whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay. Upon return from leave, an employee shall be assigned a run.

Section 12.301

Any employee who is prohibited from driving a school bus because of failure to meet the requirements of rules or regulations of the Michigan Department of Education shall be given a leave of absence without pay for the period of time, not to exceed two (2) years, that is necessary to meet the requirements. Upon return from leave, an employee shall be assigned a run. Seniority shall not accrue during such leave.

Section 12.302

A child rearing leave of one (1) year shall be granted without pay. Extension may be granted for one (1) additional year upon application, in writing, prior to March 1st. A bargaining unit member adopting a child may receive similar leave which shall commence upon entry of any court order terminating the rights of the natural parents by the Probate Court. Seniority shall not accrue during such leave.

Section 12.303

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

Section 12.304

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

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

Section 12.305

Leaves of absence without pay for a bonafide reason (which shall not include employment for another employer or self-employment, except as specifically permitted by this contract) shall be granted to employees for periods of not to exceed twenty (20) working days. Such leave shall not involve loss of seniority if it has been approved in advance of the Union Grievance Committee and has the written approval of the Board. An extension may be granted by the Director of Support Services. Said decision shall be final and binding.

Section 12.306

The Board shall grant a leave of absence with accrual of seniority upon the application of any employee who accepts a position with the Local Union, International Union, federated Union bodies, and government or civic organizations; provided, however, that such employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work such employee must be able, after a physical examination on the part of the Board, to perform the work of the job to which he is returning or to such other job as he might be capable to perform and to which he might be entitled by reason of his seniority. Such leave of absence for a position with the Union or other organization mentioned herein shall be limited to a total of four (4) years including any annual extensions.

Section 12.307

Any employee who has completed his probationary period and who enters the Armed Forces or Merchant Marine, shall be restored to employment, providing application is made within ninety (90) days after discharge from service. In the case of disabled veterans within ninety (90) days of completion of hospitalization. Restoration shall be on the basis of accumulated seniority and to a wage rate and status the

returned employee would have reached in normal wage progression had he not left the employment of the Board. Should the employee be unable to perform the job to which he is thereby entitled, he shall be granted a reasonable program of training so that he may have the opportunity to perform the work required.

Section 12.308

Any returning veteran desiring to pursue a course of study in accordance with the federal law granting him such opportunity, before or after returning to his employment with the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union in writing at least once each year of his continued interest to resume active employment upon completing his course of study. During said leave, seniority shall not accrue.

Section 12.309

Any employee in the Bargaining Unit who has been transferred or promoted heretofore, or hereafter, from the Bargaining Unit, to a position outside the Bargaining Unit, shall have his seniority frozen and he shall not accrue further seniority until he returns to the Bargaining Unit. If said individual loses his new job (through no fault of his own), he may return to the Bargaining Unit.

ARTICLE XIII

INSURANCE PROTECTION

Section 13.0

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the District agrees to furnish to all regular full-time regular drivers covered by this Agreement the following insurance protection on this basis: Regular drivers working an average of five (5) hours per day or over, one hundred (100%) per cent of the cost shall be paid by the District: drivers working an average of at least four (4) hours, but less than five (5) hours per day, eighty-five (85%) per cent of the cost shall be paid by the District; drivers working an average of at least three (3) hours per day, but less than four (4) hours per day fifty (50%) per cent of the cost shall be paid by the District; drivers working an average of less than three (3) hours per day shall, if they elect such coverage, pay the entire cost. where an employee receives less than one hundred (100%) per cent of the cost of his insurance paid by the District, he must make suitable arrangements with the District to pay the difference, or such coverage shall not be afforded.

As of the effective dates hereof and subject to the clause enumerated above, the District shall provide complete health care protection for a full twelve (12) month period for all regular full-time drivers and his entire family, where applicable, through the

MESSA Super Care I or Blue Shield Certificate MVF-II Preferred Group Benefit Certificate with Prescription Drug Group Benefit Certificate, $2.00 Co-Pay, with Riders "PD-EL", "ML", "SD", "FAE", "VST", Reciprocity, "EF"; Blue Cross Certificates Comprehensive Hospital Care Certificate, Semi-Private with Riders "D45NM", "DC", "CC", "OPC", "SA", "XF": Blue Cross and Blue Shield Certificates Master Medical Supplemental Benefit Certificate, Option IV with Riders "MMC-PD", "COB-3". There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance Blue Cross MVF-II or MESSA Super Care I, this section is void.

Section 13.1

The Board reserves the right to bid all insurance programs on the open market as long as the coverage is substantially comparable.

Section 13.2

Any option offered by either Blue Cross-Blue Shield or MESSA will be available on an option basis at the expense of the employee.

Section 13.3

$25,000 of group term life insurance plus a similar amount of AD & D coverage will be provided for the school year.

Section 13.4

The Board shall provide full family dental insurance benefits through an insured program or a self insured program guaranteeing no less than MESSA Delta Dental Insurance Program Plan E (80/80) and Rider 007 (80/$1,300). There shall be no internal coordination of benefits.

Section 13.5

If an employee is absent from work because of a compensable injury and has exhausted his sick leave benefits, including sick leave bank, the School District shall continue to pay amounts designated in Section 13.0 for the duration of Workers' Compensation benefits.

Section 13.6 Employee Vision Care

For the employee only, the Board shall provide vision care for a full twelve month period through MESSA VSP 3, without cost to the Bargaining Unit member. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without cost to the Bargaining Unit member.

Section 13.7 **Annuity Language:**

A bus driver who is covered by his/her spouse's health insurance and who chooses not to be provided with health care protection (MESSA Super Care 1 or Equivalent Blue Cross/Blue Shield) shall have the option of selecting an annuity of $100.00 per month toward a plan currently payroll deducted by the Board. If an additional cost is incurred by the policyholder for the health and hospital benefits coverage through another program, employees may cancel their annuity option and obtain medical insurance benefits from the Bay City Public Schools.

If this annuity option is extended for other Bargaining Units, it would also be extended for the Bus Driver's Bargaining Unit. When the representatives of the United Steelworkers' of America, Local Union No. 7380 negotiate options for their members, the members must take responsibility for the choices they make. Neither the employer nor the union is responsible for the results of the choice of health care coverage or an annuity option made by the employee.

ARTICLE XIV

TERMINAL PAY

Section 14.1

One day's pay shall be granted for each day of accumulated sick leave not to exceed $2,500.00 upon retirement of an employee at or after the age of 50 with 10 years of service, or at the compulsory retirement age.

Section 14.2

In addition to the above, the School District shall pay $50.00 per year for each year of service in this School District after ten (10) years; not to exceed $1,000.00.

Section 14.3

If an employee dies before retirement, the above severance pay shall be a death benefit. The Board shall provide a form on which the employee shall designate his/her severance pay beneficiary.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.10

Should differences arise between the Board and the Union, or its members employed by the Board as to the meaning and application of the provisions of the

Agreement, or should any local trouble of any kind arise between the Union and the Board, there shall be no stoppage of work by the employees covered hereby on account of such differences, but an earnest effort shall be made to settle such differences immediately in the following manner:

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

Step 2 If the grievance is not settled in Step 1, the Grievance Committee may, within ten (10) working days from receipt of the Director's answer then submit a copy, in writing, of the grievance to the Director of Transportation. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the District's representatives and the Grievance Committee for the discussion of the grievance. The decision of the District's representative shall be made in writing within five (5) working days after the meeting.

Step 3 Should Step 2 fail, a meeting must be held between representatives of the National Organization of the Union, the Grievance Committee and School Board or their representatives. Such meeting shall be held within ten (10) working days from the Board's answer in Step 2 and the Board must give its answer within ten (10) working days following such meeting. Scheduling of the aforementioned may be postponed with mutual consent. However, failure to respond to Step 3 shall result in a favorable award for the grievant.

Step 4 In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Board's answer in Step 3 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without the power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held in which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Union.

Arbitration resulting from the application of this section shall be final and binding.

The failure of a grievance to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing.

Section 15.20

The Board and Union agree to process grievances promptly in accordance with the grievance procedure.

Section 15.21

Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check. All other grievances except those described in 15.22 of this section must be processed at Step 1 within ten (10) working days from the occurrence which allegedly gave rise to the grievance.

Section 15.22

In cases of layoff, a grievance claim in that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee of the employee or employees so laid off.

Section 15.23

Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance.

Section 15.30

The employees shall be represented by a Bargaining/Grievance Committee which shall consist of three (3) members selected by the members from the seniority list and the President of the Local and/or Unit Chairman.

Section 15.31

Alternate Committee men shall be recognized when the regular Committeeman is absent. Alternate Committeemen shall not have the super-seniority a regular Committeeman has as outlined in this Section.

Section 15.32

For grievance meetings, except Step 1, the Board will pay no more than two (2) such committee members up to two (2) hours pay at their then current straight hourly rate. The Board will also pay for the time lost for the committee members who must necessarily attend arbitration hearings pursuant to the grievance procedure.

Section 15.40

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of the president of the Local and/or Unit Chairman or a member of the Grievance Committee and such request shall not be denied.

ARTICLE XVI

MAINTENANCE OF DISCIPLINE

Section 16.1

The parties have negotiated work rules governing conduct of drivers and setting standards required for the transportation of school children and the smooth operation of the District's transportation system. The copy of said rules and penalties for violation thereof is attached to and made a part of this agreement.

Section 16.2

Individual disciplinary penalties, including discharge, shall be for just cause and may be a subject for the Grievance Procedure. Grievance involving a penalty less than discharge must be filed in the first step of the Grievance Procedure.

Grievance involving discharge may be filed in Step 3 of the Grievance Procedure for preferred handling between the parties.

Section 16.3

The President of the Local and/or Unit Chairman shall be notified, in writing, by Management of any disciplinary layoff or suspension of any employee who has acquired seniority. Such notice shall be given at the time such discipline is imposed.

Section 16.4

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

During the period of suspension, the employee involved shall have the right to request and shall be granted a meeting with the director of Transportation or his designee to consider the suspension; the employee shall have the right to be represented by a member and/or members of the Grievance Committee during said meeting. After such meeting, or if no meeting is requested, the Board shall determine

whether the suspension shall be affirmed, modified, extended, reduced, revoked, or converted into a discharge. Within five (5) days, excluding Saturdays, Sundays, and holidays following the suspension period, the Board will notify the employee and the Chairman of the Grievance Committee of its determination.

ARTICLE XVII

SAFETY AND HEALTH

Section 17.1

The Board shall make all reasonable provision for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions.

Section 17.2

A joint Safety and Health Committee shall be established by the Board and the Union, and the Union shall appoint at least two (2) members for such Committee. This committee shall meet periodically to discuss safety and health conditions within the Bargaining Unit. Should the Union or any employee feel that the safety and health provisions of this Article are being violated, they may have recourse to the Grievance Procedure.

Section 17.3

When an employee is involved in an occupational accident or sickness covered by Workers' Compensation Act, on the day of such injury the Board shall furnish transportation to the Board's approved doctor's office or hospital for such injured employee. In addition such injured employee shall be paid for any time lost from work on the day of the injury.

Section 17.4

As evidence of his or her physical fitness and mental alertness, the driver shall submit, at the School Board's expense, not less than once each five (5) years, or State regulations required, to a physical examination by a reputable physician designated by the local Board of Education, and he or she shall present the physician's certificate to the School District.

Section 17.5

The Board reserves the right to determine fitness, the legitimacy of sickness or the nature of occupational illness or accident.

ARTICLE XVIII

SUBSTITUTE DRIVERS

Section 18.1

The purpose of substitute drivers is to:

1) Improve the transportation service to the children of the District.

2) To provide adequately trained responsible drivers.

Section 18.2

Substitute drivers are drivers who are not classified as regular drivers. Substitute drivers will perform the following daily functions when needed:

1) Substitute for regular drivers who are absent.

2) Drive extra trips when necessary.

3) Deliver buses for repair, grease, etc.

4) Other duties as may be assigned by Management.

Section 18.3

The three most senior substitutes shall be known as "benefit substitutes". They shall enjoy all fringes except the dental plan. They are expected to work an almost daily schedule. A benefit substitute shall be entitled to the following fringe benefits: Life Insurance benefits; Hospitalization at a level no more or less than the least pro-rated plan enjoyed by a regular driver who may have a plan less than full coverage.

Section 18.4

While substituting for a regular driver before and after a listed holiday, and in lieu of other fringe benefits, a substitute will be paid holiday pay. Said holidays are Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

Section 18.5

Substitute drivers, when called in, will be guaranteed a minimum of two (2) hours.

ARTICLE XIX

WORKING CONDITIONS

Section 19.1 Snow Days

If school has been closed because of inclement weather, each working driver shall be paid his regular rate of pay for the day.

Section 19.2 Irregular Time

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

Section 19.3

There shall be no pyramiding of snow time, irregular time, lost time, or other premium pay when a driver is on a special or extra trip and received pay for such hours worked that day.

Section 19.4

Summertime bus driving shall be assigned on a seniority basis via regular posting procedures. Applicants in excess of the number required to fill posted regular positions shall form the substitute list for all summer work including extra trips.

Section 19.5

Employees under this contract desiring to perform summertime work for the District outside of classifications covered by this Agreement may apply to the Director of Support Services after March 1st and prior to May 1st of each year.

In awarding said summertime work, consideration shall be given to experience, ability, and seniority, with any award at the sole discretion of the Director of Support Services and shall not be subject to grievance.

Section 19.6

During days in which the Board has scheduled parent-teacher conference days, the regular drivers shall be offered four (4) hours of work for extensive cleaning of the interior of their assigned bus, two (2) per year.

ARTICLE XX

STRIKES AND RESPONSIBILITIES

Section 20.1

During the life of this Agreement, neither the Union nor any of its agents or persons acting in its behalf, shall cause, authorize or support, nor shall any of the members take part in any strike; that is, the concerted failure to report for work, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 20.2

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefore. Violation of this article by an employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 20.3

The Board of Education, in the event of the violation of this article, shall have the right, in addition to the foregoing to avail itself of any other remedies available at law.

Section 20.4

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any right of the Union or its members which they may have under Act 336 of the Public Acts of Michigan and for 1947 as amended, or which are otherwise provided by law.

ARTICLE XXI

EXTRA TRIPS

Section 21.10

Extra bus trips are those provided certain groups of students for field trips, athletic events or extra curricular activities, etc.

Section 21.20

Regular or benefit substitute drivers desiring to drive EXTRA trips for the regular school year shall file an application with the Director of Transportation on forms he shall provide. Applications shall be taken the first ten (10) working days of the first semester. Any driver who signs at a later date will be credited with the highest number of hours on the "Board" at the time of application.

Section 21.30

The extra trip board shall be maintained by the Director of Transportation with Union assistance. Upon written trip conformation, said trip will be posted and assigned to the driver with the lowest recorded hours.

Section 21.40

Management shall have the right to require employees to work a reasonable amount of extra trips. If no drivers are available, said trips may be contracted by outside agencies. Drivers who refuse two (2) consecutive calls without reasonable excuse shall be removed from the Extra Trip Board for the school year.

Section 21.50

Employees will be notified as early as possible, but hopefully no later than twenty-four (24) hours prior to the scheduled trip. All extra trips worked or refused shall be recorded on the Extra Trip Board; Example: "R" - refused; "S" - sick; "NA" - not available. Posting of extra trip hours shall reflect the actual hours paid including overtime. Trip refusals and sickness will be recorded as though worked. Show up time. An employee who shows up for a trip as scheduled shall be paid a minimum of two (2) hours pay.

Section 21.60 Contracting Out - Extra Trips

When a requisition for a special trip or special bus or van is received by the Director of Transportation and it is, in his opinion, necessary to contract out the job, the President and/or Chairman of the Grievance Committee shall be given advance notice of such contracting out.

The Director of Transportation, or his representative, shall furnish such necessary information to the Union as is needed to justify whether or not such special trip should be contracted out.

Should the parties fail to agree, the Union may file a grievance and such grievance shall automatically be referred to the third step of the Grievance Procedure.

A. Trips which would require the use of a school bus or van unless they were not available:

1) Field Trips - trips which are taken primarily during school hours, are a class function, and are financed in whole or in part from general fund monies.

2) Spectator busses for athletic events.

3) Athletic team busses or van - unless busses or van cannot handle the equipment-passenger space requirements.

B. Trips which may use contracted busses are as follows:

1) Trips (excluding those covered in item A-2) financed by funds which are not in accounts controlled by the Bay City Public Schools.

NOTE: The van will be used for equipment hauling only and this does not mean that an equipment van must be driven by a Bay City Public Schools bus driver.

Section 21.70

Regular drivers shall not be assigned extra trips which interfere with their regular daily assignments except in an emergency.

Section 21.80

Employees on special trips shall receive their regular hourly rate plus any applicable overtime.

Section 21.90

Employees required to be out of the School District on extra trips shall be allowed allowances as follows:

Breakfast.....$3.00
Noon Lunch $4.00
Evening Dinner $9.00

Lodging, when required, will be paid for on the basis of an itemized invoice or receipt.

Section 21.95

Employees shall remain on site and be available to the trip manager for the duration of the trip or activity with the exception that each employee shall be entitled to one (1) thirty (30) minute lunch or dinner break for each four (4) hours of trip or activity duration. The schedule of the lunch or dinner breaks shall be with the approval of the trip manager.

ARTICLE XXII

MISCELLANEOUS

Section 22.1

The Board shall provide suitable locked bulletin boards for Union notices to its members with a key to the bulletin board at any yard. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

Section 22.2

The International Representatives of the Union shall be allowed to visit the yards during working hours provided they advise the Supervisor of Transportation in advance of each such visit and provided further, that such visits shall not interfere with the normal performance of duties by the employees.

Section 22.3

All delegates, but not more than three (3) at any one time, so designated by the Union to attend affairs, shall be allowed time off without pay to attend Union affairs. Such delegates shall give the Director of Transportation at least five (5) working days notice in advance that he is taking such time off so that routes may be covered.

Section 22.4

Employees excluded from bargaining unit shall not perform work normally covered by the Agreement except for the following reasons:

1) Emergency when regular or substitute employees are not available.

2) Instruction.

The above shall not result in displacement of any member of the Bargaining Unit.

Section 22.5

Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for emergency use of the telephone by employees shall be made available.

Section 22.6

Union representatives shall be allowed to use the phone or receive calls pertaining to Union affairs at all reasonable times provided such use of the telephone does not interfere with normal work schedules. Any expense of toll calls shall be paid for by the Union.

Section 22.7

The Board agreed that it will have this Agreement printed in its own print shop or by a Union printer. The Agreement will be printed and a copy will be provided for each member of the Bargaining Unit.

Section 22.8

If any legal action is brought against an employee by reason of any school involvement, the Board will provide such legal counsel to the employee in his defense as is permitted by law.

Section 22.9

Union and Management agree to hold a monthly meeting to improve communication and resolve minor problems. The meetings shall be held at a mutually agreeable time. By mutual agreement said meetings may be canceled.

Section 22.10

An "Emergency" is an unforeseen circumstance (or a combination of circumstances) which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE XXIII

TERMINATION

Section 23.1

This Agreement shall become effective upon ratification by both the United Steelworkers of America, AFL-CIO, Local Union No. 7380 and the Bay City Board of Education and become effective on August 29, 1997. For purposes of contract administration, the date of August 25, 1997 is to be used as the start date for this Agreement, including fringe benefits. This 1997-2000 Agreement shall remain in full force and effect and be legally binding on the parties hereto until 12:01 A.M., August 29, 2000, and from year-to-year thereafter unless either party serves notice in writing upon the other party at least 60 days prior to the expiration date of this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.

Section 23.2

If such notice is given, the parties shall meet within thirty (30) days to negotiate with respect to such matters.

Section 23.3

Notice in accordance with Section 23.1 above shall be given by Certified Mail, be completed by and at the time of mailing, and if given by the Board, to be addressed to the United Steelworkers of America, 503 N. Euclid Avenue, Bay City, Michigan; and, if by the Union, it is to be addressed to the Board of Education at 910 N. Walnut Street, Bay City, Michigan. Either party may, by like written notice, change the address to which Certified Mail notice to it shall be given.

Signed this 8th day of September, 1997.

UNITED STEEL WORKERS OF AMERICA
AFL-CIO-CLC

BY: _____
International President

_____
International Secretary

_____
International Treasurer

_____
District Director

_____
Staff Representative

LOCAL 7380

_____
Unit Chairperson

_____
Committee Person

_____
Committee Person

_____
Committee Person

EMPLOYER:
BAY CITY BOARD OF EDUCATION

BY: _____
President

_____
Vice President

_____
Secretary

_____
Treasurer

_____
Superintendent

_____
Director of Support Services

BAY CITY PUBLIC SCHOOLS

TRANSPORTATION DEPARTMENT

WORK RULES FOR SCHOOL BUS DRIVERS

Penalties given for violation of work rules shall not be considered after a period of one (1) year from the date thereof; except that as an arbitrator feels that it is pertinent an employee's entire work record may be considered when deciding if discipline is warranted in a given case. The Union reserves the right to file and process grievances on any penalties, written or verbal.

GROUP "A"

First Offense.....Verbal Warning
Second Offense.....Written Reprimand
Third Offense.....Four (4) Days Layoff
Fourth Offense.....Discharge

1) Failure to maintain reasonable, adequate discipline (inability to control passengers). The issuance of Student Behavior Reports by the driver shall not be considered a violation of this rule.

2) Failure to report on time for designated route assignment (tardiness or absence without reasonable cause.)

3) The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, children and the Board of Education.

4) Failure to abide by the Board of Education policy and administrative procedure -- not inconsistent with the Union Contract.

5) Failure to attend Education Classes as scheduled by the Transportation Department.

6) Failure to drive assigned bus.

7) Failure to keep assigned vehicle clean (contributing to poor housekeeping -- unsanitary or unsafe condition).

8) Failure to turn in required reports, maps and weekly and monthly reports.

9) Gambling, lottery or any other game of chance on Board premises at any time.

Any employee who has received a written reprimand for the violation of one of the above group of rules shall, upon violation of another rule contained in this group be given another written reprimand and four (4) days layoff. The next violation of any of these rules will then be considered a third offense for penalty purposes. Any further violation of any of these rules would be considered cause for discharge.

GROUP "B"

First Offense.....Five (5) Day Layoff
Second Offense.....Discharge

1) Refusal by a benefit substitute to take an awarded or assigned route.

2) Threatening, intimidating, coercing or interfering with employees or supervision at any time.

3) Abusive or threatening language to parent, students, fellow employees or management.

4) Failure or refusal to perform work as assigned by Supervisor -- not inconsistent with the Union contract.

5) Fighting on premises at any time.

6) Reporting for work in an unsafe or unfit condition.

7) Willfully punching another employee's time card or permitting another employee to punch his or her time card.

8) Leaving the bus during route time without permission. This shall not prevent a driver from leaving his bus when no students are on board for reasons of personal relief or calling for help caused by mechanical failure of his bus.

Within the one (1) year period, if an employee received a first offense penalty for any of the rules in Group "B" and then commits another violation of any of the rules, it shall be considered as a second offense and subject to discharge.

GROUP "C"

ACCIDENTS AND TRAFFIC VIOLATIONS

The Director of Transportation may render a penalty decision after consulting with such outside sources as:

1) Traffic enforcement agencies

2) Board - Administration, and

3) Board - Insurance Carrier

Charges:

1) Accidents involving another vehicle

2) Accidents not involving another vehicle

3) Moving traffic violation

4) Disregard of safety rules or common safety practices

5) Failure to report an accident to:

a. Local authorities
b. Director of Transportation

Copies of any disciplinary action taken under this group, which may include a written warning, penalty time off or discharge, depending on the severity of the offense, together with details of the accident or traffic violation involved, shall be given the Local Chairman of the Grievance Committee and a copy to the Steelworkers' Sub-Regional representative.

GROUP "D"
PENALTY/DISCHARGE

1) Deliberate falsification of personnel or other records (misrepresenting ability - driving experience, etc.)

2) Deliberate misuse, abuse or destruction of Board property, tools, vehicles and equipment.

3) Deliberate removal of vehicles from the premises without proper authorization.

4) Immoral or indecent conduct.

5) Theft or misappropriation of property of employees or of the Board of Education.

6) Possession of firearms or other dangerous weapons without authorization.

7) Knowingly harboring a communicable or infectious disease which may endanger fellow employees.

8) Possession of drugs or intoxicants on Board property at any time or reporting for work under the influence of drugs or intoxicants.

9) A substitute driver who refuses three (3) consecutive times without cause shall be terminated.

SCHEDULE "A"

SALARY DATA

Driver Compensation:	**1997/98**	**1998/99**	**1999/2000**
2nd Year Regular Driver	$11.17	$11.48	$11.80
1st Year Regular Driver	$10.63	$10.92	$11.22
Substitute Driver	$ 9.71	$ 9.98	$10.25

Dispatcher shall receive $.27/hour above appropriate base rate.

Compensation will be retroactive to the expiration of the previous agreement.

JAG/jls