

Aug 16, 1975

School
District
Bus Drivers
Agreement

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Bay City

FOR THE SCHOOL YEARS OF
1973-74 and 1974-75

*Bay City Board of Education
1800 Columbus Ave.
Bay City, Mich. 48706*

BAY CITY PUBLIC SCHOOLS
BAY CITY, MICHIGAN

**AGREEMENT
BETWEEN
THE BAY CITY BOARD OF EDUCATION**

and

**UNITED STEELWORKERS OF AMERICA, AFL-CIO
Local Union No. 7380**

**COVERING THE YEARS
1973-74 and 1974-75**

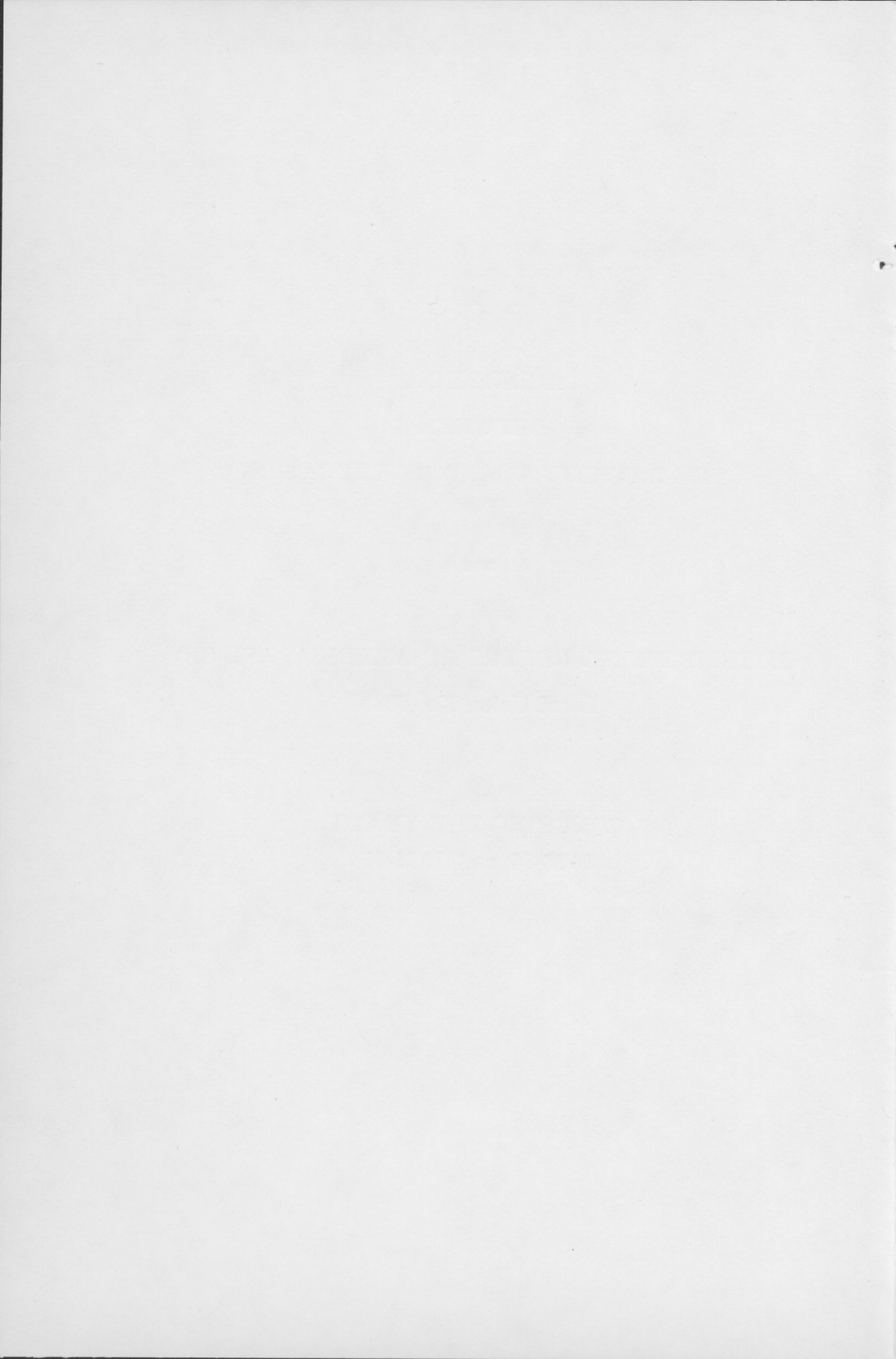
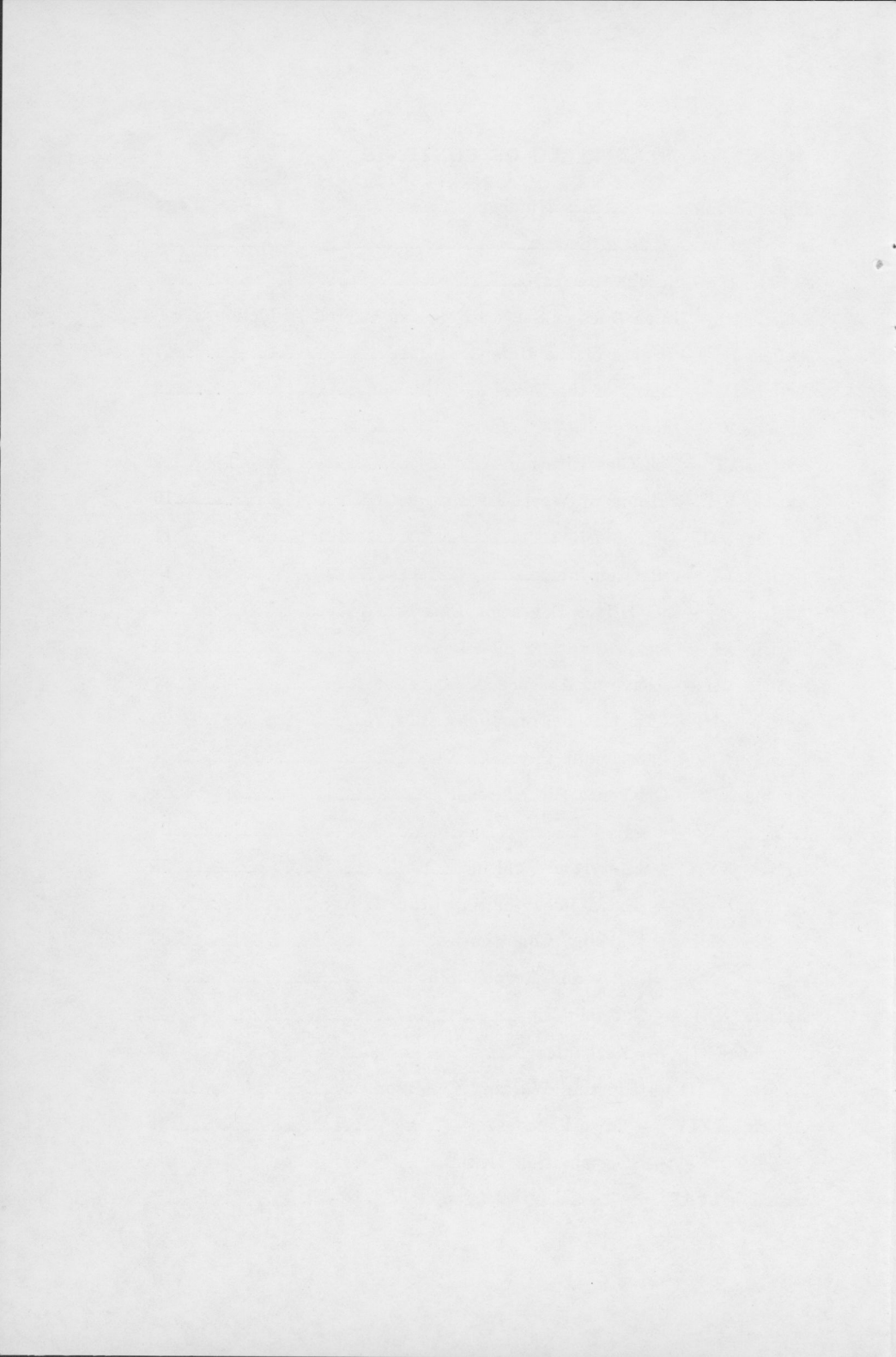


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**AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION and
UNITED STEELWORKERS OF AMERICA, AFL-CIO**

THIS AGREEMENT entered into this 27th day of September, 1973, 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 latter acts, to bargain with the Union as the representative of its school bus drivers including extra board 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, standby drivers (hereinafter called extra board drivers) and stationwagon drivers, 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 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 Constitution 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 thirty (30) days following the beginning of his employment, whichever is the later, 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 thirtieth (30th) day after the employee has been hired, whichever is later, 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 Employer agrees to deduct the monthly

service fee as designated in said authorization. Said deduction shall be made out of the second pay of the employee each month.

Section 2.3

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 Secretary-Treasurer of the Union, 5 Gateway Center, Pittsburgh, Pennsylvania, 15222, 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.

Section 2.4

Newly hired employees will be given a Union authorization card or a service deduction card and the financial-secretary of the Local Union will be notified in writing, of all new hires, showing their name, date of hire, address and phone number, if any.

Section 2.5

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 an arbitrator appointed 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 Principal or Business Manager. No employee shall be prevented from wearing insigna, 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 procedure.

ARTICLE IV RIGHTS OF THE BOARD OF EDUCATION

Section 4.1

It is hereby recognized by all parties herto 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, regulation, and practices in furtherance thereof, and the use of judgement 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 ac-

cordance with the wages described in the attached Schedule "A".

Section 5.2

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.

Section 5.3

Regular drivers actively at work on sick leave and/or Workmen's Compensation will be paid the following holidays: Labor Day, Thanksgiving Recess, the day before Christmas, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4. All regular drivers shall receive pay at 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.

Section 5.4

Regular drivers shall receive after one (1) semester of service or 90 work days of service as a regular driver for (4) days of vacation pay at their regular number of hours as in a regular work day. The vacation must be taken when school is not in session. The vacation pay will be paid in January or in June if applicable.

Section 5.5

Bus drivers completing their probationary period will be eligible for a salary increment in the next school year.

ARTICLE VI JOB CLASSIFICATION

Section 6.1

A probationary employee is one who is newly hired and is fulfilling his probationary period as outlined in this contract.

Section 6.2

An extra Board and/or substitute driver is one who has not yet been assigned a definite route but one who fill in for regular drivers or does other work assigned to him in the yard or one who handles extra or special runs when regular drivers are not available.

Section 6.3

A regular driver has satisfied and completed his probationary period, and has been assigned a regular route.

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 effective as of the date the employee was assigned to the new job.

ARTICLE VII HOURS OF WORK

Section 7.1

Hours worked by bus drivers shall be determined by the route or routes assigned. Each regular driver shall have a minimum of five (5) hours pay per day except special trips in Article XXI. Established routes shall not be arbitrarily or discriminatorily changed. If an employee feels he has been discriminated against, he may have recourse to the grievance procedure.

Section 7.2

-- The Board shall determine the routes to be assigned prior to the opening of school in the fall. Insofar as practicable, the Board shall initially assign all drivers to the same route they were operating when school closed in June. Where this is not practicable or where new routes have been created, when school opens drivers shall be assigned such new routes or newly assigned routes on the basis of seniority, the most senior employees obtaining the longest routes, with seniority to prevail by yards.

Section 7.3

The drivers shall operate such routes in the fall for an initial period of twenty (20) work days beginning with the first day of school. After such twenty (20) day period, only necessary adjustments shall be made by the Board, the results of any changes in a route and/or routes shall be posted for a three (3) work day period and bids will be received for all routes on the third day and awarded on the basis of seniority. Employees so awarded will be placed on the bidded job no later than the Monday following the bids.

Section 7.4

After the routes have been bid as provided in 7.3 drivers may not, without consent of the Board, thereafter change routes except as permitted by other provision of this contract.

Section 7.5

Once such routes have been established and bid on, the time for such routes shall not be cut for thirty (30) work days, and then only for just cause as changes in attendance in an area, realignment of boundaries, ect. If such route is thereafter cut for such reasons the affected driver may then "bump" for a longer run based on his seniority.

ARTICLE VIII SENIORITY

Seniority of employees covered by this Agreement shall be determined in the following manner:

Section 8.10 Probationary Employees

New employees and those hired after a break in seniority shall be regarded as probationary employees for the first one hundred eighty (180) hours worked or thirty (30) days worked whichever occurs first; provided, however, that the probationary period may be extended an additional fifteen (15) work day period by mutual agreement between the Board and the Union. During this period of probationary employment, such employees may be transferred, laid off, or terminated as exclusively determined by the Board. The order of seniority for employees hired on the same day shall be determined by lot.

Upon completion of the probationary period, an employee shall then be credited with seniority relating back to thirty (30) calendar days from the date he completed such probationary period. He shall then accumulate seniority from that date forward.

Section 8.20 Job Bidding

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

Section 8.21

Permanent vacancies (vacancies other than temporary vacancies) that are to be filled shall be posted on bulletin boards for bids for a period of three (3) work days. The posted notice shall state the job classification, hours of work, rate of pay, route and yard and date of hour posting ends. Employees who bid on a posted job and are awarded such job and not placed on the job within ten (10) work days or the second Monday following such posting shall receive the same number of hours pay they would have received had they been placed on the job properly, if the new job would pay more hours. Any employee who has completed his probationary period may bid for the job within the posting period by completing a bid form and depositing it in duplicate (one copy to be given to the Union Grievance Committee) in the box provided for that purpose. The vacancy shall be filled in accordance with the provisions of Section 8.20. In the event no bids are received from qualified applicants, the Board shall offer such vacancy to the most junior driver on the seniority list, and such driver must accept such assignment or he shall be considered to have voluntarily quit.

Any employee who bids on a job vacancy and does not withdraw his bid within the three (3) work day posting period, must accept

such job if awarded to him. An employee who is going on leave of absence must notify the Board and the Union prior to leaving on such leave, the job or jobs for which he would bid if vacancies in such jobs should occur during his absence. An employee who is absent because of illness or injury must notify the Board and Union in writing prior to or during the job posting period the job or jobs for which he would bid if vacancies on such jobs should occur during his absence. An employee who has been absent on leave, illness or injury and who has been awarded a job vacancy under this provision must, upon his return, accept such job vacancy.

The Board may fill any posted vacancy on a temporary basis pending the permanent assignment of an employee in accordance with the provisions of this section.

--Section 8.22 Trial Posting

When an employee is assigned to a job under the provisions of Section 8.21 he shall be given a reasonable period of time, but not more than fifteen (15) scheduled work days, to demonstrate his ability to perform the job. Such fifteen (15) day trial period may be extended by mutual agreement between the Board and the Grievance Committee for just cause. If the employee is unable to fulfill the job requirements, he shall be returned to his former job or status.

Section 8.30 Loss of Seniority

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

Section 8.31

Employee quits.

Section 8.32

Employee is discharged for just cause and not reversed through the grievance procedure.

Section 8.33

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

Section 8.34

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

Section 8.40

Up-to-date seniority lists shall be posted on the bulletin boards in each yard of the school district; the fourth Friday after Labor Day, the first week of the second semester and one week before the close of the school year. Unless an employee files a written grievance or protest to his seniority date as shown on the list within ten (10) working days from its posting, such list shall be presumed as correct.

Section 8.50 Layoffs

When there are layoffs for any reason the following procedure shall be followed:

Section 8.51

Probationary employees shall be laid off first.

Section 8.52

Thereafter, employees shall be laid off in line with their seniority. Employees with seniority who are qualified and willing to do work of the employee to be displaced, in a lower classification, may do so at the rate applicable for such job and the employee's years of experience. When an employee is laid off or his route discontinued, he shall have the right to accept a layoff or to exercise his seniority to bump a less senior employee.

Section 8.53 Rehire

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

Section 8.54 Notice

When an employee, other than a probationary employee is laid off for an indefinite period, 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 a five (5) day 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 8.60 Seniority

Seniority status for regular and extra Board and/or substitute drivers will be the same, that is, relating back to a date thirty (30) calendar days prior to their completion of the probationary period and there shall be no differentiation between the two groups for seniority purposes.

Section 8.70 Super-Seniority

The following employees shall carry super-seniority 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 8.71

Super-seniority shall apply to jobs available within the classification of the employee during the summer vacation periods when school is not in regular session.

Section 8.72

Minimum hour of work does not apply during summer vacation periods.

**ARTICLE IX
RETIREMENT**

Section 9.1

The compulsory retirement age for employees of the City School District shall be sixty-five (65).

Section 9.2

Any employee who will reach the sixty-fifth birthday prior to September 1st shall not be permitted further regular employment.

**ARTICLE X
BUS DRIVER EDUCATION CLASSES**

Section 10.1

All bus drivers must attend the school Bus Driver Education classes except when on sick leave or workman's compensation. The compensation for such attendance shall be payment made for the hours spent in class at the employee's regular hourly rate. No pay may be received by an employee for attending classes while on sick leave or workman's 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.

Section 10.2

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

**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 and his absence from work because of personal illness sufficiently severe that it would make his association with children inadvisable. Sick leave applies only to absences resulting from illness or accident in the immediate family except as permitted by Article XII, Section 12.020, 12.021 and 12.022.

Section 11.200

Sick leave may be used as follows: In the event of absence from work due to hospitalization or accident, sick leave shall be payable from the first day of such hospitalization and absence caused by accident; for illness, sick pay shall not be provided for the first three (3) days but shall begin on the fourth (4th) day of any one period of illness. In other words, there is a waiting period of three (3) days for any period of illness before sick leave pay shall commence. If an employee has 48 or more Sick Leave days accumulated, he will be entitled to sick pay the first day of illness.

The amount of sick leave shall accumulate at the rate of eight (8) days per semester, accumulative to a total of ninety-six (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

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. This sick leave plan applies to all employees of the Bay City Public Schools where employed on a contractual basis. This labor agreement is considered a contract for bus drivers.

Section 11.400

Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of sick leave benefits and shall be charged against sick leave. The employee shall receive his full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

Section 11.500

To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established for all employees in 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 750 days, the Board shall assess each employee one (1) day of his sick leave.

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

Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) calendar days before drawing from the bank. School days in the 15-day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.

Section 11.514

An employee on sick leave may apply to participate in the sick leave bank by filing an application in the Superintendent's office.

Section 11.515

A maximum of 180 days may be granted per appeal from the bank.

Section 11.516

Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.

Section 11.517

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 11.518

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 11.519

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

Section 11.520

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 Administrator's Association, the presidents of the non-teaching Associations, the president of the United Steelworkers of America Local Union No. 738) or his designated representative, and the Superintendent or his designated representative.

Section 11.521

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 11.522

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.

ARTICLE XII LEAVE OF ABSENCE

Section 12.010

Any employee whose personal illness extends beyond the period compensated under Article XI or is off work on Workman's Compensation, shall be granted a leave of absence without pay for such time as necessary for complete recovery from such illness. Upon return from leave, an employee shall be assigned to the same position, or equivalent, he held before he became ill or he may exercise his seniority to replace any less senior employee.

Section 12.020

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

Section 12.021

A maximum of five (5) days per year for a critical illness in the immediate family as defined in 12.031, 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.

Section 12.022

One (1) day for the conduct of personal affairs which cannot normally be handled outside school hours. No more than three (3) people will be granted a personal affair 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 in the Transportation Office. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season. Extra days may be granted by the Superintendent or his deisgnee.

Section 12.030

Leave of absence with pay not chargeable to sick leave allowance shall be granted for the following reasons:

Section 12.031

A maximum of three (3) days for a death in the immediate family: spouse, father, mother, father-in-law, mother-in-law, children and grandparents. Additional time may be granted at the discretion of the Superintendent or his designee.

Section 12.032

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

Section 12.033

Absence when called for jury duty.

Section 12.034

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 12.035

One (1) day to take the selective service physical examination.

MATERNITY LEAVE

Section 12.040

A maternity leave not to exceed one (1) year shall be granted without pay. An employee having been granted a maternity leave must notify the Board during the preceding pay period before she intends to return to work. The employee will begin work on the first day of the succeeding pay period.

Section 12.041

A job vacated by a maternity leave shall be considered a temporary vacancy. Such temporary vacancy shall be assigned to the most senior sub-driver desiring such temporary vacancy. In the event a senior sub-driver does not want the temporary vacancy, the Board shall offer such temporary vacancy to the most junior sub-driver and such sub-driver must accept such assignment or shall be considered to have voluntarily quit.

Such assigned sub-driver filling such temporary vacancy will be entitled to all the benefits of a regular driver while filling such temporary assignment.

Section 12.050

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.

Section 12.060

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.

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 12.070

Leaves of absence without pay for a bona fide 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 by the Union Grievance Committee and has the written approval of the Board.

Section 12.080

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 of performing 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 12.090

Any employee who has completed his probationary period and who has entered or 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 12.100

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 within 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 12.110

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 he is substantially relieved of such position because of lack of work or inability to perform work, the Board must give the employee the opportunity to return to the bargaining unit. After returning to the bargaining unit he shall have the benefit of all seniority he has or may accrue in the bargaining unit.

ARTICLE XIII INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the Board agrees to furnish to all regular full-time drivers covered by this agreement the following insurance protection on this basis: Drivers working an average of six (6) hours per day or over, one hundred (100%) per cent of the cost shall be paid by the Board; drivers working an average of at least (5) hours but less than six (6) per day, eighty-five (85%) per cent of the cost shall be paid by the Board; drivers working an average of at least four (4) hours per day but not more than five (5) hours per day, seventy (70%) per cent of the cost shall be paid by the Board; drivers working an average of at least three (3) hours per day but less than four (4) hours per day but not more than five (5) hours per day, by the Board; 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 Board he must make suitable arrangements with the Board to pay the difference, or such coverage shall not be afforded. Regular drivers hired before the date of this Agreement shall receive full insurance coverage at Board expense regardless of hours worked per day as long as they remain regular

drivers. Extra Board drivers hired before the date of this Agreement, when they become regular drivers, shall, as long as they remain regular drivers, receive full insurance coverage at Board expense regardless of hours worked per day.

Section 13.1

As of the date of this Agreement, the Board is providing for regular full-time drivers, through the School Employees Trust Program, \$3,500.00 of group term life insurance plus a similar amount of AD & D coverage. \$4,000.00 of group term life insurance plus a similar amount of AD & D coverage will be provided for the school year 1974-75.

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

As of the effective date hereof and subject to the clause enumerated above the Board 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 Med Program or Blue Shield Certificate MVF-1 with Riders "CB-2", "DC", and "SD"; Semi-private Comprehensive Blue Cross Certificate with Riders "DCCR", "COB-2" and "SA"; Master Medical Option 4, Master Medical - 65 with Riders "BC-65-2" and "BS-65-1". 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-1 or MESSA Super Med, this section is void.

Section 13.4

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 13.3 for the duration of Workmen's Compensation benefits.

ARTICLE XIV TERMINAL PAY

Section 14.1

One day's pay shall be granted for each day of accumulated sick leave not to exceed \$1,000.00 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 fifteen years, but not to exceed \$500.00.

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 this 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 Supervisor, 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 five (5) working days from receipt of the Supervisor'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 five (5) working days, between the Board representatives and the Grievance Committee for the discussion of the grievance. The decision of the Board 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 five (5) working days from the Board's answer in Step 2 and the Board must give its answer within five (5) working days following such meeting.

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 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 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 claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the 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 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 Committeemen 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

The Union Grievance Committee shall meet with representatives of the Board at one regularly scheduled meeting per month. Such meetings are to be held at approximately 8:00 p.m. These meetings are to be held for the purpose of better implementation of the

Master Agreement. They should in no way take the place of the regular grievance procedure. By Mutual agreement, they may be cancelled.

Section 15.33

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. They copy of said rules and penalties for violation thereof is attached to and made a part of this Agreement.

Section 16.2

Individual discipline penalties, including discharge, shall be for just cause and may be a subject for the Grievance Procedure. Should an employee desire to file a grievance over any discipline imposed, he may do so at Step 3 of the Grievance Procedure and Step 1 and 2 shall be considered as having been automatically processed.

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 Discharge Language

It is agreed that an employee shall not be pre-emptorily discharged. In the event the Board concludes that an employee's conduct justifies discharge, the employee shall first be suspended for a five (5) day period, excluding Saturdays, Sundays, and holidays. The Board shall notify the Chairman of the Grievance Committee of suspension within forty-eight (48) hours thereof, 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 holiday, 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. In this connection, the Board will comply with all provisions for safety as set fourth in the Department of State Education Bulletin No. 431—Pupil Transportation Handbook.

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 Workmen's Compensation Act, on the day of such injury the Board shall furnish transportation to the 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

Employees having a sickness or involved in an occupational accident or sickness shall be examined or treated by a doctor of their own choosing, if approved by the Board. Approval of a doctor will not be denied except for a legitimate reason.

Section 17.5

All bus drivers, before they are hired and each year thereafter on their anniversary date shall submit to a physical examination from a Board appointed medical examiner or a doctor of their own choosing. An employee choosing their own doctor shall pay for the examination. The examination will be similiar to that outlined on

Form SM2935, School Bus Driver Medical Examination Record from the Michigan Department of Education. This form is intended to serve as a guide for medical examiners to meet the requirement of Act 117 of the Public Acts of 1957. The medical examiner may require additional facts before issuing the bus driver a medical Fitness Certificate. A copy of the medical examination should be forwarded to the Board of Education by the doctor.

ARTICLE XVIII EXTRA-BOARD OR SUBSTITUTE DRIVERS

Section 18.1

The purpose of extra Board or 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

Extra Board drivers are those drivers employed by the Board for less than a regular schedule of routes on a daily basis. Extra Board drivers will perform the following daily functions when needed:

1. Substitute for regular drivers who are absent.
2. Drive extra or special trips when qualified.
3. Drive buses to the Transportation Facility (garage) for repair, grease, oil change, ect.
4. Transport children when a bus is broken down.

Section 18.3

All extra Board drivers are required to work out of both yards and shall not be permitted to pick and choose their yard or run.

Section 18.4

In lieu of other fringe benefits, extra board drivers, only while substituting for regular drivers, shall receive the following fringe benefits:

Holidays, Article V, Section 5.3

Snow time irregular time and time lost, Article XIX, Sections 19.1, 19.2, 19.3, and 19.4.

Section 18.5

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

ARTICLE XIX WORKING CONDITIONS

Section 19.10 Snow Time

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

Section 19.20 Irregular Time:

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

Section 19.30 Lost Time

Time lost due to flat tires, mechanical failures, fog, ect., will be paid for at the driver's regular rate provided such lost time extends beyond his regular daily schedule.

Section 19.40

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 receives pay for such hours worked that day.

Section 19.50 Summertime Work:

Section 19.51

Summertime bus driving will be assigned on a seniority basis after posting and receiving applications therefor.

Section 19.52

Employees under this contract desiring to perform summertime work in other classification other than driving may apply to the Labor Relations Administrator. Drivers covered by this contract receiving summer employment, either driving or otherwise, will receive benefits of sick leave and sick leave bank assuming they meet all qualifications therefor.

Section 19.60

The following services have been computed in the time allotted for a route and will be performed by the driver on his own bus:

1. Gas up of buses.
2. Housecleaning chores in his bus such as sweeping the bus, cleanings lights, windows and mirrors and other small items as may need daily attention.

**ARTICLE XX
STRIKES AND RESPONSIBILITIES**

Section 20.-

During the life of this agreement, neither the Union nor any of its agents or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report for work, or willful absence of 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 pro-

hibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefor. 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 constructed 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 for 1947 as amended, or which are otherwise provided by law.

ARTICLE XXI SPECIAL TRIPS

Section 21.10

Definitions:

Section 21.11

"Special" or "extra" bus trips are those provided certain groups of students for field trips, athletic events or extra-curricular activities and many require highway driving at some distance from Bay City in the night time and some times, under adverse weather conditions.

Section 21.12

"Regular" drivers are persons on the seniority list assigned to a regular bus route.

Section 21.13

"Extra Board" (or "substitnte") drivers are persons on the Extra Board list and are not assigned a regular route.

Section 21.14

A "Transit" (or "Pusher") bus is a vehicle with the engine in the rear, i.e. Bus No. 64.

Section 21.15

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

Section 21.20

Applications:

Section 21.21

Regular drivers desiring to drive special trips shall file an

application with the Director of Transportation on forms to be provided by the Board. Applications shall be made within the first ten (10) work days of the school year. An employee who fails to submit his application for Special trips within the specified time shall be charged with the highest number of hours appearing on the Board for any driver when application for Special trips are made.

Section 21.22

Drivers who refuse two consecutive calls without a reasonable excuse shall be removed from the special trip board for that year.

Section 21.23

A special trip board in the order of the number of hours worked shall be maintained at the Transportation Facility and the Hampton School Yard so that all employees may observe the postings. Postings shall be made raily if possible. Each special trip shall be given to the person with the lowst number of hours posted on the special trip board. The special trip board shall be maintained by a member of the Union and a Board representative.

Section 21.24

The committeemen shall review the special trip board with the Board representatives when it appears to be necessary and at a time agreed upon by both parties.

Section 21. 25

The Board shall have the right to require employees to work a reasonable amount of special trips provided, however, that any senior employee may refuse to work special trips. If no employee desires to work special trips, the employee qualified to do the work and having the least seniority shall be required to perform same, provided he has made application and is on the list unless time is available to obtain a driver from the substitute list. Summer work is to be excluded.

Section 21.26

All special trips worked or refused shall be recorded on the special trip board: Example: "R" - refused; "S" - sick; "NA" - no answer. Posting of special trip hours shall reflect the actual hours paid including overtime.

Section 21.27

Employees will be notified of special trips at least twenty-four (24) hours in advance, when possible.

Section 21.28

All special trips refused shall be recorded as though worked and sickness shall be recorded as though worked.

Section 21.30

The pusher bus, No. 64, shall be posted as a regular special trip route in accordance with Articles VII and VIII, and employees may

bid upon the same according to seniority and ability to operate the pusher bus. The successful bidder shall then operate the pusher on the first special trip scheduled each day or for the longest run scheduled for the special trips each day. This driver shall not operate a regular route but shall have the special trip pusher assignment considered his regular route. Only the other buses going on special trips shall be subject to the above-mentioned special trip procedures.

Section 21.40

Seniority lists for Special Trips:

Section 21.41

A seniority list for regular drivers qualifying for special trips shall be maintained in order of seniority.

Section 21.42

A list of extra Board or substitute drivers qualified for special trips shall be maintained.

Section 21.50

Assignments.

Section 21.51

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

Section 21.52

Drivers approved for special trips shall be qualified for all conditions (weather, destination, etc.).

Section 21.60

Compensation.

Section 21.61

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

Section 21.62

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

Breakfast -----	\$2.00
Noon Lunch -----	\$4.00
Evening Dinner -----	\$4.00

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

**ARTICLE XXII
MECHANICS**

Section 22.1

Special hours, wages, terms and conditions of employment which would apply only to the mechanics at the Transportation Service Facility shall be negotiated and added to this Master Agreement if and when it has been determined by the proper authorities that the United Steelworkers of America Local 7380 has jurisdiction.

**ARTICLE XXIII
EXISTING WORKING CONDITIONS**

Section 23.1

Should any employee now receive more than the rate established for their classification these rates will be known as "over rates". Such rates for such employees shall remain in effect until eliminated in future negotiations on wages or until the employee leaves the job whichever comes first. For the purpose of this paragraph, leaving the job shall be defined to mean voluntary quitting, death, permanent disability, discharge for cause not reversed through grievance procedure, or the employee voluntarily transferred to another job, provided such a transfer is not attributed to lack of work.

Section 23.2

Any employee who enjoys more fringe benefits such as insurance, holidays, etc., than are provided for in this Agreement shall also continue to enjoy the same until they are changed by future negotiations or the employee leaves the job, whichever occurs first. Leaving the job shall be defined the same as is provided in Section 23.1.

**ARTICLE XXIV
MISCELLANEOUS**

Section 24.1

The Board shall provide suitable locked bulletin boards for Union notices to its members with a key to the bulletin board for the Grievance Committee member in each 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 24.2

The International Representatives of the Union shall be allowed to visit the yards during working hours provided they advise the Director 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 24.3

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 24.4

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

1. Emergency when regular or extra Board employees are not available.

2. Instruction

The above shall not result in displacement of any member of the bargaining unit.

Section 24.5

-- 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 24.6

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 24.7

The Board agrees that it will have this agreement printed in its own print shop or by a Union printer with a suitable number of copies for distribution to all employees in the bargaining unit.

Section 24.8

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

Section 24.9

After using one of the spare buses, it shall be the responsibility of the driver to fill it with gasoline, sweep, and report anything that is not operating properly or operating in an unsafe manner. The report shall be made in writing to the immediate supervisor.

ARTICLE XXV TERMINATION

Section 25.1

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 shall be retroactive to August 16, 1973. All wages shall be retroactive to August 16, 1973. However, should a grievance arise as to the meaning and application of the provisions of this Agreement other than wages before October 15, 1973, the Agreement for 1971-72 and 1972-73 shall be used. Beginning on October 15, 1973 the new Agreement for 1973-74 and 1974-75 shall be used. For the school year 1973-74 initial period of twenty (20) work days in Article VII, Section 7.3 shall be extended to twenty (25) work days. This Agreement shall remain in effect until 12:01 A.M., August 16, 1975, and will automatically be renewed thereafter for successive periods of twelve (12) months unless either party requests a change in the Basic Labor Agreement or negotiation of a new Basic Labor Agreement by giving written notice

to the other party not less than sixty (60) days before August 15, 1975, or of any year thereafter. Negotiations pursuant to such notice for a changed or new Basic Labor Agreement shall include any negotiable item.

Section 25.2

If such notice is given, the parties shall meet within thirty (30) days after June 15, 1975, or June 15th of any year thereafter, to negotiate with respect to such matters.

Section 25.3

Notice in accordance with Section 25.1 above shall be given by Registered 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, 1104 S. Madison Avenue, Bay City Michigan; and, if by the Union, it is to be addressed to the Board at 1800 Columbus Avenue, Bay City, Michigan. Either party, may by like written notice, change the address to which Registered Mail notice to it shall be given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the day and date first written above.

**BAY CITY
BOARD OF EDUCATION**

By A. N. Zachrich
Albert Hoffman
Orville J. Reno, Jr.

**UNITED STEELWORKER
OF AMERICA**

By Aaron H. Jackson, Jr.
Frank Gobeski
Mary Knight
Veronica Gobeski
Idella Kay Novak
Carl Eldred
Mary Ann Tobias
Calista M. Coyer

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 year from the date thereof; except that if 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 employees, supervisor, children and the Board of Education.

4. Failure to adhere to the transportation code (Michigan Pupil Transportation Handbook—Bulletin No. 431).

5. Failure to abide by the Board of Education policy and administrative procedure—not inconsistent with the Union Contract.

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

7. Failure to drive assigned bus.

8. Failure to keep assigned vehicle clean (Contributing to poor housekeeping—unsanitary or unsafe condition.)

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

10. 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. Threatening, intimidating, coercing or interfering with employees or supervision at anytime.
2. Abusive or threatening language to parent, students, fellow employees or management.
3. Failure or refusal to perform work as assigned by Supervisor—not inconsistent with the Union Contract.
4. Fighting on premises at any time.
5. Reporting for work in an unsafe or unfit condition.
6. Willfully punching another employee's time card or permitting another employee to punch his or her time card.
7. Employees may not sleep in buses or in transportation building. This shall not prevent a driver on a special trip from sleeping when waiting for his passengers to return to the bus.
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 receives 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 subject to discharge.

GROUP "C"

CHARGEABLE ACCIDENTS AND TRAFFIC VIOLATIONS

The Director of Transportation shall render a penalty decision resulting from a chargeable accident after consulting with such outside sources as:

1. Traffic enforcement agencies,
 2. Board—Administration, and
 3. Board—Insurance Carrier.
1. Chargeable accidents involving another vehicle.
 2. Chargeable accidents not involving another vehicle
 3. Failure to report an accident.
 4. Moving traffic violation.
 5. Disregard of safety rules or common safety practices.

Copies of any disciplinary action taken under this group, 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, ect.)
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.

TRANSPORTATION DEPARTMENT SALARY DATA

SCHEDULE A

BUS AND STATION WAGON

	1973-74	1974-75
Wagon Drivers	per hour	per hour
0	\$3.81	\$4.00
1	4.05	4.25
EXTRA BOARD DRIVERS	3.53	3.71

FOR THE FIRST THIRTY (30) DAYS WORKED, THE PROBATIONARY DRIVER,S WAGES SHALL BE AS FOLLOWS:

1973-74	\$3.37
1974-75	3.54

UPON COMPLETION OF THIS PERIOD, THE RATE SHALL THEN GO TO THE EXTRA BOARD RATE.

CREW LEADER AT HAMPTON YARD SHALL GET 15¢ PER HOUR EXTRA.