

AGREEMENT

between the

Saginaw Board of Education

and the

Saginaw Public Schools

Bus Driver and

Bus Assistant Association

Local 8410,

United Steelworkers of America

August 27, 2007

through

August 28, 2009

Saginaw, Michigan

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AGREEMENT

THIS AGREEMENT made and entered into this 18th day of April, 2007, by and between the Board of Education of the City of Saginaw (hereinafter referred to as the "Board" or the "Employer") and the United Steelworkers, AFL-CIO-CLC, on behalf of Local 8410-01, (hereinafter referred to as the "Union").

ARTICLE I

Recognition

A. Recognition

The Board recognizes the Union, to the extent required by Act 176 of the Public Acts of 1939, as amended, and Act 336 of the Public Acts of 1947, as amended, as the sole and exclusive collective bargaining representative, for all full-time and regular part-time employees in the unit certified by the Michigan Employment Relations Commission in Case No. R81 B-77 and described below, employed by the Board.

B. Bargaining Unit

The collective bargaining unit shall consist of all regular full-time and regular part-time hourly rated bus drivers and bus assistants employed by the Board of Education of the City of Saginaw; but excluding, substitute and temporary drivers and bus assistants, dispatchers, supervisors, confidential employees, and all other employees.

C. Employee Definition

The term "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in said bargaining unit. Reference to the male gender shall include the female gender.

D. Exclusive Agent

The Board agrees not to negotiate with any labor organization representing the employees covered by this Agreement for the duration of this Agreement.

ARTICLE II

Board Rights

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. The sole right to manage the Board efficiently and economically, including the right to decide the services to be performed and the programs to be provided, the quantity and quality of work to be performed, the methods of performing the work, the scheduling of the work, the control of the materials, equipment etc., to be used and the discontinuance of any service, operation, job or method of performance; introduce new equipment processes, change or eliminate existing equipment and processes, and institute technological changes, decide on the nature of material, supplies, equipment, etc. to be bought or used.
2. Determine the number, location, relocation and types of buildings; discontinue temporarily or permanently, in whole or in part, any of the Board's operations; sell

- or close buildings; move buildings operated by the School District from one location to another.
3. Determine the size of the work force and increase or decrease its size; to hire, assign, transfer, and lay off employees; to hire part-time employees or hire substitute employees.
 4. Direct the work force, assign work, including job duties and content, determine the number of employees assigned to any location and number of routes and/or stops assigned to any employee; establish, change, combine, or discontinue job duties or classifications; determine composition of the work force in any department or classification.
 5. Discipline and discharge employees for cause; maintain order and efficiency in the District; investigate and improve individual productivity and initiate and carry out cost and general improvement programs.
 6. To establish the education program, curriculum, organization and structure of the District and its programs; to determine routines and schedules.
 7. To determine the qualifications of employees, including physical conditions, and to determine the policies effecting the selection, testing, or training of employees.
- B. The listing of specific management rights in this Agreement is not intended to be, nor shall be restrictive of a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III

Union Rights

- A. The Union will have the right to use school buildings at reasonable times and hours for meetings with the bargaining unit when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator, provided that said building administrator will be consulted in advance, within a reasonable time, regarding the time and place of all such meetings. All requests for building use will conform to published Board policies. It is understood that the only cost to the Union will be any additional service costs necessitated by such meetings.
- B. The Union shall be allowed to use space on the bulletin board for posting notices restricted to the following:
1. Notices of Union recreational and social affairs.
 2. Notice of Union election, appointments, and results of Union elections pertaining to employees within the unit.
 3. Notices of Union meetings and educational classes.
 4. Other material approved by the Assistant Superintendent for Human Resources/Labor Relations or his/her designee.
- C. Upon request of the Union, the Board agrees to provide access to (in the form in which it is available in the records of the District) information which is necessary for collective bargaining. Such information shall be provided during reasonable times during normal business hours, provided it does not interfere with the normal operation of the District.

ARTICLE IV

General Qualifications for Employment and Continued Employment

- A. All employees must be physically able to successfully fulfill the requirements of assignment. An employee, during employment, may be required to take a physical examination by a physician designated by the Board and at Board expense when so requested by the Board, provided the provisions of this sentence shall not be subject to abuse by the Board.
- B. Neatness and cleanliness of all employees will be required on his or her particular assignment.
- C. Employees should be cooperative, conscientious, faithful, and efficient in carrying out his or her assignment and duties. Every employee should be genuinely interested in the welfare of students, teachers, fellow employees, and the School District in general, and should be desirous of, and willing to improve and enlarge his/her knowledge and abilities in connection with his/her work.
- D. As required by law, the employee will show evidence of his/her continued freedom from active tuberculosis by a tuberculin skin test. For those who submit medical evidence that a skin test is not medically feasible, the Board shall pay the cost of a chest x-ray at a facility designated by the Board. Failure to comply shall result in an automatic suspension without pay and if said employee does not comply thereafter within one week, such employee shall be a voluntary quit.

ARTICLE V

No Strike Clause

- A. The Union and the Board recognize that strikes, lockouts, and other forms of work stoppage by employees or the Board are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union or any employee, take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work sympathy strike or other interference with the operation of the Board of any kind for any reason, including a labor dispute between the Board and any other labor organization. The Union shall not cause, authorize, sanction or condone nor shall any member of the Union, or any employee, take part in any picketing of the Board's buildings, offices, or premises because of a labor dispute with this Board.
- B. The Union agrees that the Board shall have the right to discipline, including discharge, all employees who violate this article and such action shall not be subject to the Grievance Procedure or arbitration provisions of this Agreement; except for the sole question as to whether or not the employee in fact violated this article.
- C. During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any employee in the bargaining unit engage in any strike or restriction of work or refuse to perform work because of a labor dispute between the Board or any company employed by the Board and any other labor organization, whether or not the other labor organization establishes a picket line.

ARTICLE VI

Grievance Procedure

A. Definition

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article and/or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following Grievance Procedure.

B. Steps of Procedure

Step One Verbal. The employee who feels that he/she has a grievance shall first take the matter up verbally with the transportation supervisor or his/her designee, within seven (7) working days following the act or condition which is the basis of his/her grievance, and the supervisor will attempt to resolve it with him/her.

Step Two Written to Human Resources Supervisor. In the event the matter is not resolved in Step One, the grievance shall, within seven (7) working days of the discussion at Step One, be reduced to writing and submitted to the Human Resources Supervisor of Non-Certified Staff or his/her designee. The written grievance shall specify the section(s) violated, the events that caused the alleged violation, the remedy sought, and shall be signed by the employee involved.

Within seven (7) working days of receipt of the written grievance, the Human Resources Supervisor shall arrange a conference with the grievant and up to two (2) members of the Grievance Committee, with the view of satisfactorily resolving the grievance. The Human Resources Supervisor or his/her designee shall answer the grievance in writing within seven (7) days of said conference.

There shall be allowed, should the grievant and Union so choose, one additional union representative at the various levels of the Grievance Procedure.

Step Three Assistant Superintendent of Human Resources/Labor Relations Appeal. In the event the matter is not resolved at Step Two, the grievance may, within seven (7) working days of the receipt of the Human Resources Supervisor's answer in Step Two, be appealed to the Assistant Superintendent or his/her designee. Such appeal shall be in writing.

Within ten (10) working days of receipt of the written appeal, the Assistant Superintendent for Human Resources/Labor Relations or his/her designee shall arrange a conference. At the Union's option the grievant(s), a member of the Grievance Committee, and a staff representative may be present. They shall meet with representatives of the Board with the view of satisfactorily resolving the grievance. The Assistant Superintendent or his/her designee shall answer the grievance in writing within ten (10) working days after said conference.

C. Time Limits

Any grievance not processed within the applicable time limits (including dates for filing the grievance initially) and not advanced to the next step within the applicable time limits shall be deemed abandoned. If the grievance is not answered by the employer within the applicable time limits, it shall be automatically advanced to the next step. Time limits may be extended by the Board and the Union in writing; then the new date shall prevail. It is further agreed that the parties may, by mutual written agreement, bypass a step or steps contained herein and otherwise resolve the grievance.

- D. The conferences, discussions, and or meetings in the Grievance Procedure shall be scheduled at a time when there is no disruption of normal scheduled routine and duties. Grievances or appeals shall be reduced to writing during nonworking hours.
- E. The Board shall not be required to pay back wages beyond thirty (30) days prior to the date a written grievance is filed.
 - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay.
 - 2. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement of the parties, provided, however, if a grievance involves more than one employee, one member of the group may file a grievance at Step Two if the grievance names all the employees involved and is signed by all involved.
- F. Any grievance not fully processed prior to the expiration of this Agreement shall be subject to negotiations unless otherwise agreed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- G. No grievance shall be filed or processed further by any employee or the Union after the effective date of the employee's resignation.
- H. Any agreement reached by representatives of the Board and the Union is binding on all employees and supervisors affected and cannot be changed by any individual.

ARTICLE VII

Arbitration

- A. Any grievance which does not allege a violation of a specific article and section of this Agreement, when filed, may be processed through Step Three of the Grievance Procedure, but will not be arbitrable.
- B. If a grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific article and section of this Agreement, the Union may submit the grievance to arbitration by written notice delivered to the Assistant Superintendent or his/her designee fifteen (15) days after receipt of the Assistant Superintendent's answer in Step Three. Written notice shall identify the provisions of this Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period and in the prescribed form, the Board's answer shall be final and binding on the Union, the employee or employees involved, and the Board.
- C. In the event notice of intent to arbitrate is given to the Board by the Union, the District may, at its option, schedule a Board level hearing with representative(s) of the Board prior to proceeding to select an arbitrator. In the event such a hearing is to be held, the Assistant Superintendent or his/her designee shall notify the Union within five (5) workdays of receipt of the notice of intent to arbitrate. Thereafter, a representative(s) of the Board will meet with the Union within twenty-one (21) days for purposes of attempting to resolve the grievance. The Board shall render its decision in writing within thirty (30) days after holding said meeting.
- D. Following receipt of the notice to arbitrate, or following a Board level hearing, the Union and the Board will confer at a mutually agreeable time to select an arbitrator. If an arbitrator is not selected within ten (10) days following receipt of the written notice to arbitrate, or the Board's answer if a Board hearing is held, the Union may, within the next

five (5) days only, apply in writing to the Federal Mediation and Conciliation Services for arbitration under its rules.

- E. The jurisdiction of the arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and section of this Agreement. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits, including giving the parties the opportunity of filing post-hearing briefs.

If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. It is agreed that no more than one grievance may be submitted to the same Arbitrator at the same time unless otherwise mutually agreed in writing.

F. Powers of the Arbitrator

The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific article and section of this Agreement. His/her powers shall be limited to deciding whether there has been a violation of the express article(s) and section(s) of this Agreement as alleged; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

It is further specifically understood that the arbitrator shall have no power to interpret any state or federal law or state or federal administrative rule or regulation.

- G. Upon request of either party, a transcript of the hearing shall be made and furnished the arbitrator with the Board and the Union having an opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Board and the Union a reasonable opportunity to furnish briefs.
- H. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Board.
- I. Each party shall pay its own costs of processing grievances in this arbitration procedure. The fee of the arbitrator's travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

ARTICLE VIII

Seniority

A. Seniority Date

Upon completion of the probationary period, each employee shall have seniority within an occupational group, said seniority date shall be as set forth in Section B below. Seniority shall accumulate from that date so long as it is not lost through any other provisions of this Agreement. The two occupational groups are: 1) Driver and 2) Bus Assistant.

B. Probationary Period

New employees shall be on probation for a period of the first ninety (90) working days of regularly scheduled employment. Unless the employee was a substitute driver/assistant for one (1) calendar year immediately preceding their hire date; in which case the probationary period shall be the first sixty (60) working days of employment. Probationary period must be completed within six (6) months in which work is scheduled. During the probationary period, an employee shall have no seniority and the Board shall have the sole right to discharge, discipline, transfer, demote or layoff employee for any reason and no grievance shall arise there-from. Upon completion of the probationary period, an employee's name shall be placed on the seniority list for their respective occupational group as of the first day worked as a probationary employee herein.

In the event that a position becomes available and no qualified substitutes exist, said position will be filled in appropriate manner at the discretion of the Board. New hires from outside the unit will be placed on probation until they complete a probationary period of one school year.

C. Loss of Seniority

An employee shall be terminated and lose seniority rights if the employee:

1. Voluntarily quits or fails to return from a leave of absence.
2. Is discharged and not reinstated.
3. Is laid off for a period of eighteen (18) months.
4. Is absent on unpaid leave for a period of eighteen (18) months.
5. Fails to report to work after recall within seven (7) calendar days after the certified mailing of a notice of recall by the Board. The date of mailing shall be as recorded in the Board records. Mailing shall be to the last known address of the employee as shown in the Board records. Employees are responsible for keeping the Board informed of their last known address.
6. Is absent from work without reasonable excuse for two (2) consecutive working days without notice of such excuse within said period.

- D. Prior to the signing of this Agreement, the Board and the Union have initialed an up-to-date seniority list. The Board will post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within ten (10) days thereafter; and, if not so requested, the list shall become final at the end of such period. In no event shall the Board be required to pay back pay or any other form of remuneration by reason of the correction of an error on such original list.

Up-to-date seniority lists shall be posted on the bulletin boards by October 1 of each year. Said list shall include the names of all employees currently on layoff with recall rights. Any corrections in seniority dates established since the last posted seniority list must be requested in writing within ten (10) days after said posting; and, if not so requested, said list shall become final at the end of such period.

- E. A driver, who applies for an open position as a bus assistant, or a bus assistant who applies for an open position as a driver, shall have the following regulations apply:

1. a) Any such applications for driver and bus assistant positions for any given school year must be submitted in writing to the Human Resources Supervisor of Non-Certified Staff prior to the final day of regular student attendance in the preceding school year. Any

applications must then be resubmitted annually for continued consideration.

- b) An applicant(s) who may not have been selected for a position in a new employee group, either as a bus assistant or driver, will, in the event they make a written request, be entitled to a conference with a Board representative(s) to discuss the reasons they were not given the position. It is understood that the determination of the Board in this regard as to selection or nonselection is final and is not subject to the grievance and arbitration articles, provided such determination shall not be exercised in an arbitrary or capricious manner.
2. Current employees who have complied with the conditions outlined in Article VIII, Section E1a and who possess the necessary skills and abilities and who are otherwise qualified will be awarded the open position.
 3. Said employee shall be considered, except as noted herein, as a new employee in the new occupational group. Seniority date for purposes of job bidding, layoffs, transfers, and promotions will be calculated from the effective date when the employee begins work in the new group.
 4. An exception to Subsection 3 above shall be that the employee's accumulated paid sick days shall be adjusted either up or down based upon the ratio of the employee's new and old pay rates.
 5.
 - a) When an employee is assigned to a job under the provisions of this section, he/she shall be given a reasonable trial period of time, but not more than sixty (60) scheduled workdays to demonstrate his/her ability to perform the job in a satisfactory manner. Such sixty- (60) day trial period may be extended by mutual agreement between the Board and the Union. If the employee is unable to demonstrate his/her ability to perform the job in a satisfactory manner, he/she shall be returned to his/her former job status. The supervisor's determination as to the "demonstration of such ability" and the "performance in a satisfactory manner" shall be final.
 - b) The position left vacant by an employee who is selected for an open position in the opposite occupational group, i.e. either bus assistant or driver groups, shall be filled in whatever manner the Board so chooses until a final decision is reached by the Board per Subsection a above. In this event the provisions of applicable sections of Article X, Assignment and Transfers, shall not apply until the Board has reached said final decision.
- F. The chairperson of the Union Committee shall be granted top seniority for layoff and recall purposes only, provided he/she is capable of performing the available work in a satisfactory manner, and unless he/she elects to resign.
- G. In the event of two (2) or more employees having identical seniority, the individual having the earliest hire date shall be considered most senior. In the event of identical hire dates, the Board shall use the last four (4) digits of the affected employee's social security number to break the tie. The employee with the highest last four numbers shall be deemed the most senior.

ARTICLE IX

Layoff and Recall

- A. Employees shall be laid off and recalled by the Board in the following manner:

1. First, probationary employees in the affected classification will be laid off in any order determined by the Board and will have no recall rights.
 2. Second, seniority employees shall be laid off and recalled in classifications in reverse order of their seniority, providing the remaining employees have the ability and qualifications (both physical and otherwise) to perform the available work. The determination of the supervisor as to qualifications and ability in this regard shall be final, provided that said determination shall not be exercised in an arbitrary or capricious manner. It is understood that seniority employees on layoff, who have said ability and qualifications, will be recalled to their classification before a new employee is hired.
- B. Temporary adjustments to the work force due to such things as breakdown of equipment, fire, Act of God, civil disorder, or other conditions beyond the control of the District, may be made without regard to the provisions of this article for a period not to exceed ten (10) workdays unless otherwise agreed between the District and the Union.
- C. Under normal circumstances, after the start of a school year, an employee to be laid off pursuant to Section A above, will be given ten (10) days' notice of the expected date of layoff.
- D. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of the Board, and upon failure to report within seven (7) calendar days of mailing of such notice, such failure shall be considered to be a voluntary quit. The date of mailing shall be as recorded in the Board records. In the event the employee fails to report to work because of inability by reason of proven illness, it is understood that the Board may demand written proof, including a doctor's statement of such an illness. Employees are responsible for keeping the Board informed of their last known address.
- E. Seniority does not accumulate during time spent on layoff. Seniority shall only be earned during any month when the employee was employed for more than one-half ($\frac{1}{2}$) of the calendar month. Employees recalled within the eighteen- (18) month period following layoff shall be deemed to have, on the date rehired, the seniority which had been accumulated up to the layoff.

ARTICLE X

Assignment and Transfer

- A. The Board shall determine the runs to be assigned to each route and the make-up and number of runs in each route. Such routes will be awarded or assigned in accordance with the provisions of this article.
1. The Board shall assign all drivers and bus assistants in keeping with the remaining provisions of this article, provided the employee(s) meets the qualifications necessary for the equipment used on a route and in keeping with the provisions of Section D of this article in regard to ability and qualifications.
 2. Prior to the opening of school each year, a mandatory general meeting will be held at which, among other things employees will be given information regarding their initial fall runs. These initial fall runs shall be the run which the employee was assigned to during the final week of student attendance of the prior school year. Runs which cannot be so recognized, i.e. as last year's run, in the judgment of the Administration, shall be assigned to employees at the discretion of the Administration.

Employees shall retain the freedom of choice in regards to the date of their attendance to the required State Mandated Certification classes. The Board shall make every effort to make these listings of dates available as soon as they are

made known to them. All state-required/district-required training shall be completed before the employees' first official duty day.

On this mandatory meeting date, in addition to all special education drivers, where a regular route has changed, all drivers on changed routes shall be required to conduct a practice run when requested by his/her supervisor.

Said mandatory meeting shall, under normal circumstances, be held on the Monday of the week immediately preceding the week school opens, provided, however, if this is not possible, it will be scheduled sometime during the fourteen- (14) calendar-day period prior to the initial day of student attendance in the fall and shall be assigned at the discretion of the Administration.

Prior to the scheduling of training between the end of the school year and the mandatory meeting (as noted herein), the Administration agrees to review the scheduling of said training with Union representation prior to the end of the school year.

Notice of the meeting will be sent to the last-known address of all returning employees, and said notice shall be communicated to employees as soon as practicable but in no event any later than forty-eight (48) hours prior to the meeting. Failure on the part of the Board to send such notice will release the employee from the obligation of mandatory attendance and resultant loss of his/her route according to provisions in Article XX.C.

If a returning employee fails to appear at this general meeting noted herein without an excuse acceptable to the supervisor and without timely notice, he/she shall forfeit rights to their old route and their route shall be assigned in a manner as determined by the Board until the regular bid meeting is held on the last Monday in October.

3. All assignments made (per Subsection 2 above) shall be considered to be a temporary assignment until regular, year long routes are designated. There shall be a mandatory general meeting held on the second Monday in October at which employees shall be allowed to bid on all routes. If an employee fails to appear at this general meeting, due to an emergency situation (supported by appropriate documentation), a predetermined Union representative shall make the choice for said employee.

All routes, which will be the subject of the general bid meeting, will be presented to all employees for their review three (3) working days prior to the bid meeting.

Written notice of the meeting will be communicated to employees and said notice shall be communicated no later than forty-eight (48) hours prior to the meeting. Failure on the part of the Board to communicate such notice will release the employee from the obligation of mandatory attendance and resultant loss of his/her route, according to provisions in article XX. C.

Routes assigned herein as permanent shall take effect seven (7) calendar days following the bid, for bus drivers. Bus assistant permanent assignments will take place fourteen (14) calendars days following the bid for bus assistants.

- B. 1. When a new route is created during the school year, or when an employee quits, dies, retires, is transferred, is discharged, or is removed for disciplinary reasons, and the route is not eliminated, i.e. the Board elects to continue the route, said route shall be filled with either an employee who is on layoff status or with a new probationary employee, except as provided below.
2. The obligation to fill the positions noted above in Subsection 1 with a new unit employee shall not apply to new routes or vacancies, per the above, when such an opening occurs within the last forty-five (45) calendar days prior to the last

official student attendance day of the school year. In such an instance, the Board may temporarily fill the vacancy as it sees fit. Such vacancies will be posted for the next year's mandatory general meeting.

3. It is understood that the Board retains the right to make any additions or deletions to or from regular routes as a result of emergencies, short-term runs, and any other such temporary assignments of less than yearlong duration as it (i.e., the Board) sees fit, provided however, that "noon runs" shall be filled per Section 4 below.
 4. In the event a "noon run" is created after the beginning of the school year such runs shall be assigned to the highest senioried available driver or bus assistant expressing an interest in such run. It is understood that drivers and bus assistants are not considered available to assume such a "noon run" in the event the "noon run" conflicts with the driver or bus assistant's normal scheduled work assignment. The judgment of the Board as to when a conflict in such scheduling will disallow a driver or bus assistant from eligibility for a "noon run" is final, providing such judgment is not arrived at in any arbitrary or capricious manner.
- C. The Board may fill any vacancy on a temporary basis (not more than forty-five (45) school days), pending the permanent assignment of an employee in accordance with the provisions of this article.
- D. In the filling of open routes and vacancies as outlined above, the Board agrees to consider applications per the following:
- As between the employees possessing the necessary ability and qualifications (both physical and otherwise), the senior employee applying for the vacancy shall be appointed to fill the same. The determination of the supervisor as to qualifications and ability in this regard, shall be final provided that said determination shall not be exercised in an arbitrary or capricious manner.
- E. When an employee is assigned to a job under the provisions of this article, he/she shall be given a reasonable trial period of time, but not more than thirty (30) scheduled workdays to demonstrate his/her ability to perform the job in a satisfactory manner. Such thirty-(30) day trial period may be extended by mutual agreement between the Board and the Union. If the employee is unable to demonstrate his/her ability to perform the job in a satisfactory manner, he/she shall be returned to his/her former job status. The supervisor's determination as to the "demonstration of such ability" and the "performance in a satisfactory manner" shall be final, provided, that said determination shall not be exercised in an arbitrary or capricious manner.
- F. Employees removed from a route for disciplinary reasons will not displace other employees but may be assigned to existing vacancies not required to be posted, or should the Board so choose, said employees may be assigned to a vacancy in a priority over any or all of the provisions of Section B. Employees so assigned will be paid the appropriate rate of their new job.
- G. Any reassignments necessitated by layoffs will be accomplished by having those employees whose routes were eliminated exercise their seniority to assume routes vacated by the employees laid off, subject to the provisions of Article IX, Layoffs.
- H. Vacancies created by employees on paid time off, paid sick days, or certain leaves of absence (as stated under Article XVIII Leaves of Absence), need not be posted but may be filled in any manner the Board determines. Employees returning from same will assume their own route.
- I. In the event a transfer or change in routes and/or assignment is necessary, due to such things as breakdown of equipment, fire, Act of God, civil disorder or other conditions beyond the control of the District, and in the event the Board elects not to layoff any employees because of the need of a temporary change, such transfer may be made without

regard to the provisions of this article for a period not to exceed thirty (30) working days unless otherwise agreed between the District and the Union.

- J. Transfers and changes of assignment shall be on a voluntary basis whenever possible. The Board and Union agree that occasions may arise when it is necessary to remove an employee from his/her route for administrative purposes (in lieu of discipline). Employees so removed shall serve as substitutes in their classification with no loss of pay or benefits. Such transfers shall be made upon the recommendation of the Board or its designee after discussion of the transfer with the Union. Employees will be given two (2) weeks' notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. In making involuntary transfers, the needs of the individual employee will be considered to the extent that these do not conflict with the instructional requirements and best interests of the school system and students. Employees shall have the right to file a grievance protesting an involuntary transfer. Such transfers shall remain in effect for a period of time not to exceed thirty (30) working days, provided that said thirty (30) working days may be extended by mutual agreement of the Board and the Union.
- K. No Union member will be required to perform any management duties.
- L. To the extent possible, union member will be given, first preference to noon runs (between 9:00 a.m. to 2:00 pm.), according to seniority.
- M. Where the law requires and/or when special education routes exceed ten (10) students, bus assistant will be used.

ARTICLE XI

Discipline and Discharge

- A. The Board shall retain the right to establish, change, amend and enforce reasonable rules for employees to follow, and it shall have the right to discipline, discharge, and/or demote employees who violate these rules.
- B. New or amended rules will be posted on a bulletin board ten (10) working days prior to their effective date, except in cases of emergencies. A copy will be forwarded to the Union prior to such posting. Upon request, the Board will discuss the new or amended rule with the Union prior to the effective date.
- C. 1. The parties recognize the importance of maintaining a high standard of conduct among employees. When disciplinary measures are taken, they shall include, but not be limited to, the following:
 - a. Verbal Counseling
 - b. Written Reprimand
 - c. Suspension
 - d. Discharge

It is essential that, based on the seriousness of and nature of the offense and other applicable factors, disciplinary action may be initiated at any step.

Prior disciplines that exceed eighteen months from the date issued and prior suspensions that exceed thirty months from the date issued may not be considered when determining current disciplines.

- 2. A unit member will have the right upon his/her own request, to review the contents of his/her own personnel file at the Board of Education Building. The review will be conducted in the presence of an administrator, or his/her designee, responsible for the safekeeping of such file. Privileged information, such as, but

not limited to confidential personal references, are specifically exempted from such review. Such review shall be conducted at a mutually agreeable time. No more than two (2) requests per year shall be honored.

In the event an employee disagrees with the contents of an item which has been placed in his/her file, the employee may submit a written statement explaining his or her position.

- D. After completion of the probationary period, no employee shall be discharged or disciplined without just cause. Just cause for discipline or discharge shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to notify his/her supervisor of anticipated absenteeism prior to reporting time; tampering with one's time card or punching the time card of another; failure to take a required physical examination; insubordination; overt discourtesy or abusive treatment to students, parents and/or the public; gross neglect of duty; falsification of employment application or other records; advising or directing employees to disregard the orders of supervision; the unauthorized release of information regarding students of the School District to a student, teacher, fellow employee, or any unauthorized person; or for other misconduct which reflects adversely on the School District or impairs the employee's ability to perform his/her job.
- E. In the event an employee is discharged, the Union will be notified promptly. Any grievance protesting the discharge must be filed by the employee at Step Three of the Grievance Procedure within seven (7) workdays following notification of the discharge. The written grievance shall contain the information set forth in Step Two of the Grievance Procedure.
- F. An employee (or group of employees) who is called into the office for the purpose of investigating disciplinary matters may request the presence of a Committee person, and such request shall not be denied if the Committee person is readily available. Employees will not normally be disciplined or given any reprimand in the presence of students or employees (excluding Committee members).
- G. Employees shall refrain from discussing collective bargaining of the local Union and Union grievance matters with pupils during working hours.

ARTICLE XII

New or Changed Job

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Board to review the classification. When a rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty- (30) day period the rate shall become permanent at the end of such period. If a written request is filed and an agreement is reached on the rate within thirty (30) days from the date of the request, the Union may file a written grievance at Step Three of the Grievance Procedure within ten (10) days following expiration of said thirty- (30) day period.

ARTICLE XIII

Representation

- A. The Board recognizes the right of its employees to select a three- (3) person Grievance/Negotiating Committee, one of whom shall be designated the Unit President, for the purpose of handling grievances and negotiating the labor agreement. The

Committee members shall be seniority employees of the Board, with at least one (1) year of seniority.

- B. The Board will not recognize any Committee member until his/her name and position have been submitted in writing by the Union to the Board.
- C. Since the Board and Union subscribe to the "work-then-grieve principal," neither the Union nor any of its officers, nor any Committee member shall advise or direct employees to disregard the order or instructions of management.

ARTICLE XIV

Hours and Days of Work

- A. Employee work schedules are as determined by the Board of Education. The Board reserves the right to schedule the work hours of employees according to the needs of the school system, and to establish or change the length of time of the workweek or workday. The Board reserves the right to establish and change work schedules as economic conditions and available work require. It is further understood that the calendar for the school year shall be established and revised from time to time by the Board of Education.
- B. Employees shall make prior arrangements with their designated supervisor whenever they expect to absent themselves from work. Failing in this responsibility, employees must notify their supervisor or designee at least one (1) hour before the workday begins and report their absence together with the reason for the absence and the intended date of return. Employees who fail to comply with this provision will be considered to be absent without pay for the day in question. In addition, they shall be subject to disciplinary action.
- C. In the event that an individual employee is absent from work, the individual must call the employer herself/himself (except in dire emergency) to report their absence. The employer must be able to verify work duties to ensure proper coverage.
- D. In the event an employee reports late for work without having properly notified his/her immediate supervisor, the employee may be sent home without pay for that work period, if other arrangements have been made to cover the employee's work.
- E. For purposes of determining hours worked on a daily basis, employees will have their routes timed by the Board. In the event there is a disagreement in regard to a "route time," the employee involved shall serve notice upon the Board of said disagreement. The Board agrees to meet with the Union in an attempt to mutually resolve said disagreement. If the matter has not been mutually resolved within a ten- (10) workday period, the issue shall, if the Union so chooses, be considered as a grievance and processed under the Grievance Procedure.
- F. Each employee will have his or her own time card and is responsible for his or her own time card. Employees who deliberately do not punch their own time card in and/or out or who deliberately punch or tamper with another employee's time card may be subject to discipline, up to and including discharge.
- G. Overtime
 - 1. All work performed in excess of forty (40) hours in any work week shall constitute overtime work and shall be paid at the rate of time and one-half of the employee's regular rate of pay. All work performed on Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Easter, Memorial Day, Labor Day, shall be paid at the rate of two (2) times the employee's regular rate of pay for hours worked, in addition to regular scheduled holiday pay (subject to Article XVII, Section A1 & 2). This provision for double time on the holidays

mentioned above shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence.

2. The Board reserves the right to require employees to work overtime on a reasonable basis and when the nature of the work requires that it can be completed at a time that necessitates overtime.
 3. Overtime will be permitted only when authorized by a supervisor.
 4. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.
 5. Absent time paid for shall not be considered as time worked for purposes of computing overtime.
- H. The Board agrees to make a good faith effort, under normal circumstances, to ensure that an employee's work schedule is such that, in the event said employee, after completion of his/her initial period of work, is scheduled or required to return for an additional period of work, said additional work period(s) shall be for a minimum of two (2) consecutive hours. This does not apply to field trips.
- I. Unit members shall be allowed an appropriate amount of time for required pre-trip checks, as spelled out by administrative officials, per the current practice in this regard.

ARTICLE XV

Field Trips

A. Definitions

1. Field trips normally are those provided certain groups for athletic events, educational events, entertainment, or extracurricular activities.
 2. It is understood that the scheduling of all field trips remains the exclusive prerogative of the Board. Field trips may be shuttled as determined by the supervisor.
 3. The determination of whether or not a particular field trip requires a Saginaw School District bus shall remain an exclusive right of the Board. If it is determined that a field trip requires a Saginaw School District bus, said bus(es) shall be driven by unit drivers, possessing the necessary ability and qualifications, both physical and otherwise. The determination of the supervisor as to ability and qualifications in this regard shall be final, provided that said determination shall not be exercised in an arbitrary or capricious manner. Said driver must be available and willing to perform such work, in keeping with the provisions of this article.
 4. The Board agrees, on a semester basis, and upon a written request by the Union, to review, with a three- (3) person Union Committee, the Board's practice in regard to field trip scheduling in which the Board has not utilized Saginaw School District buses.
 5. The Board agrees to make a good faith effort to continue to utilize bargaining unit personnel for field trips, in keeping with the current practice in this regard and statutory obligations and restrictions regarding subcontracting. Should the Board deem it necessary to alter this practice, the provisions of Appendix F shall apply.
- B. Application for Field Trips – Regular drivers desiring to drive field trips shall file an application with the supervisor of Transportation on forms to be provided by the Board.

Applications shall be made within the first five (5) workdays for each semester. Any driver who fails to file a timely application for field trip consideration shall be ineligible for such trips for a given semester, provided however, he/she may be assigned to such trip per the provisions of Section F below.

- C.
 - 1. Except in unusual circumstances, the Board shall maintain a posting of field trips scheduled two weeks in advance, with said posting to be in the Transportation Department office.
 - 2. Field trips will be offered to all regular drivers according to seniority at the beginning of each semester and then by hours on a weekly rotating basis, for each given semester. Drivers who do not desire field trips will submit in writing a "Waiver of Field Trip Eligibility" form to the Transportation Supervisor, per the timelines noted in Section B above. The Board agrees to continue to attempt to provide a fair distribution of field trips to those drivers so requesting for the purpose of equalizing hours, to the extent possible under normal circumstances.
 - 3. The Board agrees to provide, under normal circumstances and where practicable, estimated driving time, for each field trip, if so requested by the driver.
 - 4. Drivers shall not be eligible for field trips if the trip interferes with the operational portion of a driver's normal scheduled hours of work.
 - 5. Drivers may, at the discretion of the Board, be declared ineligible for a field trip assignment, if, by reason of such assignment, said driver would be paid at an overtime rate or the field trip has not otherwise been assigned within three (3) school days before the trip commences.
 - 6.
 - a) All field trips worked, refused, or not taken because of a leave of absence or because of sick leave utilization per Subsection *b* below shall be so recorded.
 - b) Field trips shall be recorded as "absent" when an employee is scheduled but is unavailable for the field trip because of a call-in on the preceding or same day.
 - c) Field trips not taken because of the reasons noted in Subsections *a* and *b* above shall be recorded as "refused."
 - d) Refused day field trips will be charged at three (3) hours and night/weekend trips will be charged at five (5) hours.
 - 7. The Board agrees to provide a summary of the field trip assignments every two weeks.
- D. There shall be two field trip boards:
 - 1. Night trips (any trip departing on a weekday after 4:30 PM) and weekend trips (any trip departing on Saturday or Sunday).
 - 2. Day trips (any trip departing on a weekday prior to 4:30 PM).
- E.
 - 1. Refusal – Drivers who refuse two (2) consecutive calls without valid provable reason acceptable to the District, may be subject to removal from the field trip board for that semester.
 - 2. Drivers who fail, without valid notice and without valid provable reason acceptable to the District, to show up for assigned trips, shall be subject to removal for the semester from the field trip board, and may be subject to additional disciplinary measures.

- F. 1. Should it be necessary to do so, the Board shall have the right to require all drivers to work a reasonable amount of field trips. Seniority shall be considered in such circumstances, provided that in regard to such nonvoluntary field trip assignment(s) the employee must possess the necessary ability and qualifications, both physical and otherwise. The determination of the supervisor as to ability and qualifications in this regard shall be final, provided that said determination shall not be exercised in an arbitrary or capricious manner. It is understood that, in the event the field trip list has been exhausted, the Board reserves the right to staff field trips as it deems necessary, from within or outside the unit.
2. In the event a driver is scheduled for a field trip as a result of a nonvoluntary assignment, and if said nonvoluntary assignment interferes with a driver being able to complete his/her regularly assigned route, then he/she shall be paid an amount for the day which is at least equal to the employee's regular rate of pay for his/her normal route.
- G. Notification of Field Trips – Employees will be notified of field trips at least thirty-six (36) hours in advance, when possible; provided that, if notification is given on the same day as the field trip, the employee will not be required to take the trip and such refusal will not alter his/her position on the field trip board. It is understood, however, that should it be necessary to do so, the Board retains the right to staff a field trip per the provisions of Section F above.
- H. There shall be no trading of trips among drivers.
- I. It is understood that in the event an error is made in assigning a field trip, the Board shall have no obligation to pay back pay by reason of such error but rather the employee in question will be given the next appropriate field trip opportunity, as determined by the Board.
- J. An employee reporting for field trips that are not a continuation of a work period will result in the employee receiving a minimum in total wages of an amount equal to two (2) hours at his/her regular rate.

Field trips considered to come under the provisions of this section shall be those trips which are scheduled to begin thirty (30) minutes or more following the completion of the employee's regularly scheduled work period.

When field trips are cancelled under this section, the employee may pick, within forty-eight (48) hours a field trip that remains on the same field trip board. If the board(s) is empty, the employee must wait until his/her next available rotation for which the employee is available and otherwise eligible for the field trip.

ARTICLE XVI

Sick Leave

- A. 1. Regular, permanent, seniority employees shall earn and be credited with one (1) workday of sick leave per month of work, up to a maximum of ten (10) days per year. Unused sick days can be accumulated, from year to year with no maximum cap. Sick leave shall be available for use by seniority employees for personal illness or disability or other purposes authorized herein, provided, however, the employee must have complied with the call-in provisions set forth in Article XIV, Section B, provided, however, exceptions to the one- (1) hour call-in requirement will be considered by the Board in cases of extreme, proven emergency. For purposes of this article, an employee must work at least five (5) days in the month to be considered to have worked a month of service to qualify for a sick leave day for said month.

Year I and Year II of this agreement, regular, permanent, seniority employees shall earn an additional .5 (1/2) sick day after ten (10) years of continuous service to be awarded on July 1. Regular, permanent, seniority employees shall earn an additional one (1) sick day after fifteen (15) years of continuous service to be awarded July 1.

2. Other purposes for which sick leave may be utilized are as follows:
- a) Three (3) days per year when emergency illness or injury requires an employee to make arrangements for necessary medical and nursing care.
 - b) A maximum of five (5) days per year for a critical illness in the immediate family.
 - c) A maximum of three (3) days per year may be approved for emergency or catastrophe.
 - d) A maximum of three (3) days per year may be used to compensate unit member for loss of pay due to scheduled professional development and or act of God days. In the event that schools are closed for three (3) or more consecutive days due to weather-related conditions, an additional one (1) day may be used from sick bank to compensate unit members.

The employee may be required to present adequate documentation showing the need for leaves under this provision. Approval for these leaves are at the discretion of the Board and that decision is not subject to the grievance or arbitration provisions of this Agreement.

- B. Employees normally working less than twenty (20) hours per week are ineligible to receive sick leave pay.
- C. In all cases of illness, the Board of Education retains the right to request a doctor's statement verifying the illness, per Article X, Section B. Additionally, in cases of suspected abuse, the Board may require the employee to submit to a medical examination by a licensed physician of the Board's choice before sick leave pay is allowed or an employee is allowed to return to work after an illness.
- D. An employee who abuses sick leave benefits by falsification of reasons for such leave shall be subject to immediate disciplinary action, up to and including discharge, and may be required to make restitution of any compensation he/she received during the period of absence.
- E. An employee shall not be eligible to use paid sick days for the following:
 - 1. For days of absence other than regular workdays.
 - 2. During layoff periods or during leaves of absence.
 - 3. During vacation periods.
- F. An employee on sick leave shall be considered as having quit without notice if he/she engages in other employment without the Board's written consent.
- G. Vacancies created on paid sick days need not be posted but may be filled in any manner the Board determines. Employees returning from same will assume their route.
- H. After an employee has used up five (5) or more sick days a year, the Board reserves the right to require a doctor's statement, per Article XX, Section B, for each subsequent absence in the school year before additional sick leave days are granted. Exceptions for

the purpose of computing the five (5) days' time lost due to accidents, illness, or disability-use rule are those compensable under the Michigan Workers' Compensation Act and time lost due to accidents, illness, or disability requiring hospitalization. Furthermore, this provision shall not apply until an employee has been put on notice that he/she must comply with the provisions for subsequent use of personal sick leave. Said doctor's statement shall be at the employee's expense.

- I. In the event a regular, full-time seniority employee is injured on the job and the injury is compensable under Workers' Compensation, such employee shall be ineligible to draw full sick leave upon the initiation of Workers' Compensation payments. Such employee may, at that time, if he/she chooses, be paid the difference between his/her normal straight-time rate of pay and the amount received as Worker's Compensation during such time as he/she would normally be scheduled to work. If the employee chooses to be paid this difference, it shall be accounted for by a deduction from the employee's accumulated sick leave, such benefit to continue only until the employee's accumulated sick leave is exhausted. It is understood here that the employee shall in no case ever receive more in total compensation per day than the equivalent of his/her normal daily straight time.
- J. Any seniority, regular employee subject to this Agreement who, while actively working, shall suffer death in his/her immediate family, shall, if they have sufficient, accumulated paid sick days, be granted a leave of absence with basic pay at the daily straight-time rate for any regularly scheduled working days when he/she is required to be absent to discharge specific obligations placed upon him/her by reason of such death.

All funeral day usage beyond one (1) day under this section for immediate family shall be deducted from an employee's accrued sick leave. All funeral leaves must be used for funeral purposes only and not for other purposes. Any single usage of said funeral leave shall not exceed three (3) working days, or one (1) working day, as applicable, per the provisions listed below. Application for such leave shall be filed in writing, in advance, on the proper Request for Leave form. In cases of emergency, the supervisor shall be notified, and the request shall be filed in writing upon the employee's return to work. The Board may require proof of death, relationship to the deceased, and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this article before making any payment under this article.

1. An employee shall be eligible for one paid day of the three (3) days of funeral leave for a death in his/her immediate family. Immediate family for purposes of this section shall include: father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, and grandchildren.
- K. 1. If an employee has completed ten (10) or more years of service in the Saginaw School System, he/she will be paid for one-half (½) of all accumulated, unused sick days to a maximum of one hundred-fifteen (115) days the first year of this contract, and one hundred-fifteen (115) days the second year, at the rate of one-half (½) of his/her current pay scale (regular classification rate) but not less than ten dollars (\$10.00) per day, if he/she terminates his/her employment under any of the following:
 - a) Voluntary retirement under the provisions of the State Retirement Act;
 - b) Forced retirement, prior to regular retirement age, for reasons of a disabling health condition;
 - c) Death while in the employ of the Board.
 2. It is understood that for purposes of payment of monies under this Article, the Board and the Union agree to be bound by the retirement eligibility provisions of the Michigan Public School Employees Retirement System.

3. If, after receiving a payment under this provision, a former employee resumes employment with the Board, and again becomes eligible for payment thereunder, payments previously made will be deducted from any subsequent payments to which he/she may become entitled.
4. As an incentive plan for employees to establish a perfect attendance, the District agrees to pay each full-time employee (thirty (30) or more hours per week) \$550 and other employees working twenty (20) to twenty-nine (29) hours per week \$300 who maintained a perfect attendance during the previous school year. Perfect attendance will be determined by a committee of equal numbers from the Union and Management.

ARTICLE XVII

Holidays

- A. Each regular, permanent, seniority employee shall be entitled to receive holiday pay calculated at the employee's straight-time rate times the number of hours normally scheduled to work in the day in question (not to exceed eight (8) hours) for the following days:

1. 2007-08

Friday, August 31 before Labor Day
Monday, September 3, Labor Day
Thursday, November 22, Thanksgiving Day and
Friday, November 23
Monday, December 24, and
Tuesday, December 25, Christmas Day
Monday, December 31, and
Tuesday, January 1, New Year's Day
Monday, January 21, Martin Luther King Day
Friday, March 21, Good Friday and
Monday, March 24, Easter
Monday, May 26, Memorial Day

2. 2008-2009

Friday, August 29 before Labor Day
Monday, September 1, Labor Day
Thursday, November 27, Thanksgiving Day and
Friday, November 28
Thursday, December 25, Christmas Day and
Friday, December 26
Thursday, January 1, New Year's Day and
Friday, January 2
Monday, January 19, Martin Luther King Day
Friday, April 10, Good Friday and
Monday, April 13, Easter
Monday, May 25, Memorial Day

- B. In the event that school is in session and/or teachers are scheduled to report for work on any of the regularly scheduled holidays, then the employee who works that day shall receive holiday pay and their normal hourly rate for all hours worked. (Exception to the above language shall be defined in Article XIV, Section F1.)

C. Eligibility Requirements

The employee shall be eligible for the holiday pay, under the following conditions:

1. Employees must work all scheduled hours in the workday prior to and all the scheduled hours in the workday following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
3. Employees on leave of absence, except as noted otherwise, and employees on layoff are not eligible for holiday pay.

ARTICLE XVIII

Leaves of Absence

A. 1. Unpaid Personal Leave – Long Term

The Board may grant a personal leave of absence without pay or fringe benefits to seniority employees with one (1) or more years of service for periods of up to one (1) year, including any extensions. Written request for such leave and extension thereof must be submitted to the employee's supervisor and approved by the Assistant Superintendent for Human Resources/Labor Relations or his/her designee, in writing prior to the start of the leave.

2. Unpaid Personal Leave – Short Term

The Board may grant a short-term leave of absence, to seniority employees with one (1) or more years of service. Short-term leave is defined for purposes of this section as five (5) working days or less. Said leave will be unpaid but all other benefits will continue to accrue. Upon their return from such leave, employees will resume their duties on their own route with no loss of service credit (seniority). Application for such leave must be made in writing on the request for leave form and must be returned to the employee's immediate supervisor and to the Human Resources Supervisor of Non-Certified Staff at least five (5) working days in advance of the requested leave time.

3. The Board agrees to consider applications for unpaid leaves of absence on a first-filed, first-considered basis. It is understood that the Board retains the final right to refuse any and all unpaid personal leave applications should it be determined that the granting of unpaid personal leaves at any one period of time interferes with the efficient operation of the schools.

B. Paid Personal Business Day

1. All full-time seniority employees shall be granted two (2) days of paid personal business leave per year for urgent, necessary, legal, business, household or family matters which require absence during work hours. Application for personal business leave will be made at least three (3) workdays before taking such leave (except in the case of emergencies).
2. Personal business leave days will be granted only if a satisfactory replacement can be obtained. It is understood that a personal business leave may be denied before and/or after a school holiday or vacation period.
3. The Board may limit, on any given day, the number of employees absent under this provision. No leave will be granted if it interferes with the efficient operation of the District.

C. Unpaid Health Leave

1. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all paid sick days, shall, at the written recommendation of a physician, be granted an unpaid health leave of absence, without pay or fringe benefits, for the duration of said illness or disability for a period up to six (6) months, renewable at up to six- (6) month intervals for a total leave period not to exceed eighteen (18) months, including extensions. Thereafter, the employee(s) shall be subject to the provisions of Article VIII Seniority, Section C4. A written request for a health leave, including the written recommendation of a physician, must be submitted to the Assistant Superintendent for Human Resources/Labor Relations or his/her designee prior to the exhaustion of paid sick days. Within five (5) workdays prior to the expiration of the leave, the employee shall notify the Board, in writing, of his/her intent to return to work. A written statement from the physician certifying the employee's fitness to fulfill his/her normal duties must be presented before the employee will be allowed to return to work.
2. An employee taking unpaid health leave will be credited with a period of time in which the Board shall "hold open" the employee's own particular route. Said credit shall be for a period of thirty (30) calendar days provided that in addition to this thirty- (30) day period one (1) workday of credit will be granted for each paid sick day which the employee had accumulated at the time of onset of the illness or disability. During this period of time, the involved employee's route shall be considered as "held open" pending his/her return from leave. During this "hold open" time, the Board shall have the right to fill the position in any manner it chooses, and said position will not be considered as an open route and not subject to posting. In any case, the total unpaid leave "hold open" period is not to exceed a six- (6) month period. Thereafter, the Board shall fill the position under the auspices of Article X, Section B1.

- D. An employee on military leave for service in the armed forces of the United States shall be reinstated upon completion of such service in accordance with the applicable laws.
- E. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than five (5) working days due to personal illness or disability, he/she shall promptly notify the Assistant Superintendent for Human Resources/Labor Relations or his/her designee of this fact, and shall provide the Assistant Superintendent or his/her designee, at the employee's expense, with a physician's statement setting forth the specific illness or disability, the date the disability is expected to commence, and the expected length of the absence.

F. Union Convention Leave

A leave of absence without pay shall be granted to an employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number gone at any one time shall not exceed two (2) employees and the total number of working days shall not exceed twenty (20) in any one calendar year. Such a leave will only be granted when there are substitutes available to cover the employee's assignment. Upon their return from such leave, they will resume their duties on their route with no loss of benefits of any kind i.e., fringe benefits or service credit (seniority).

G. Union Representative Leave

The Board may grant, without pay or fringe benefits, an unpaid leave of absence for not more than one (1) employee appointed by the Union to a full-time international union representative position, provided written application certifying the position appointed to and the duration of the leave is submitted by the international union to the Personnel Department at least thirty (30) days prior to the requested effective date. Said Union leave shall be for a minimum of six (6) months and a maximum of one year.

H. Jury Duty

A special leave of absence shall be granted to an employee for jury duty purposes, according to the following provisions:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Board, including summer work, shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from his/her employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay.
2. The employee must present to the appropriate administrator a written proper notice of said jury duty involvement as far in advance as possible.
3. It is understood and agreed that employees shall be required to report for work on any and all days and at all hours when they are not sitting as a juror.
4. To be eligible for jury duty pay differential, an employee must furnish the Board with a written statement from the appropriate public official listing the amount and the dates on which they received pay for jury duty.
5. Should the employer so request, it is agreed that employees will cooperate in seeking to be excused from jury duty.
6. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

I. Leaves – General Conditions

1. Any leave granted under this article, except as otherwise stated herein, will be with the understanding that it is a leave of absence from the Saginaw Public Schools and not from a particular position or route. Upon return from leave, reasonable effort will be made to assign the employee to the same or comparable position, if available, i.e. vacant; however, employees are not guaranteed their former assignment but will be placed in a position for which they are qualified. If there are no such positions available i.e., no vacant positions for which the employee is qualified, then the Board will attempt to place said employee in a position for which he/she is qualified as early as is feasible and the employee shall continue to remain on leave status.
2. Except as otherwise stated herein, no benefits of any kind i.e., pay and fringe benefits will accrue to any employee during any leave of absence granted under this article, nor shall they accumulate any length of service credit i.e., seniority, while on any leave of absence, under this article. Upon return from a leave of absence, an employee's accumulated unused sick leave benefit accumulated at the time the leave commenced, will be restored to them, and they will be placed on the same position of the salary schedule that was held at the start of the leave. An exception to this section shall be made for those employees who are on a health leave of absence due to injury or illness compensable under the Michigan Workers' Compensation law. For such individuals, it is understood that they receive applicable workers' compensation benefits and continue to accumulate seniority for up to one year. Thereafter, they shall be subject to the provisions of Article VIII, Section C4.
3. All leaves of absence and extensions thereof must be applied for in writing and on the appropriate form as provided by the Personnel Department and must be approved, in writing, prior to the start of the leave. Under normal circumstances, such approval or denial will be forthcoming in writing within five (5) workdays of receipt of the request. The request shall state the reason the leave of absence is

being requested and the length of time off which the employee desires. All leave requests and requests for extensions of leaves must be submitted at least two (2) weeks prior to commencement except in cases of emergency or as otherwise provided herein.

4. Any employee who obtains any employment while on any leave of absence shall be subject to disciplinary action, unless the employee was specifically granted the leave for that purpose or unless said employment was agreed to by the Board.

ARTICLE XIX

Dues Check-off

- A. Upon ratification and signing of this Agreement and during the life of this Agreement and in accordance with the terms of the forms of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct from the pay of employees who are Union members, the regular, periodic and uniform dues of the Union and initiation fee levied in accordance with the Constitution and By-laws of the Union, provided, however, that the Union will first present to the Board, a certified checkoff list consisting of a statement of the amount of the dues certified by a duly authorized representative of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least twelve (12) workdays prior to the date on which the dues are to be deducted. Under normal circumstances, dues will be deducted from the first pay of the month. The Union accepts full responsibility for the authenticity of each authorization and shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any actions taken or not taken by the District under the terms of this section. With respect to the sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to remit to the International Secretary-Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania, or at such address the International designates. A copy of such list shall be furnished to the Financial Secretary of the Local Union and the Local Unit President. The Union agrees promptly to furnish any information needed by the employer to fulfill the provisions of this article and not otherwise available to the employer.
- B. The written authorization for employees will be on the "Authorization for Payroll Deductions" as shown below:

CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS

Company

Plant

Date

Year

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Company, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to James D. English, or his successor, International Secretary-Treasurer of the United Steelworkers, or its successor, Five Gateway Center, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen days following the expiration of any such year or within the fifteen days following the termination date of any collective bargaining agreement between the Company and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

Local Union No _____
United Steelworkers

Signature

Check No _____

Ledger No _____

Form 530

(ORIGINAL)

- C. Financial Responsibility – It is recognized that, because of religious convictions or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Union. To this end, in the event an employee shall not, upon completion of his/her probationary period or within thirty (30) days following signing of this Agreement, whichever is later, join the Union and execute an authorization for dues deduction in accordance with this article, such employees shall, as a condition of continued employment by the Board, cause to be paid to the Union, a sum equivalent to the dues of the Union (up to the amount permissible under applicable law). In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due and after sixty (60) days written notice thereof has been given to the employee by the Union, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such employee shall be discontinued.
- D. In the event that this article shall be challenged through the Michigan Employment Relations Commission, or the courts, the Union will pay the reasonable expenses of such proceedings, including agreeing to defend such action through its own legal counsel, and pay the costs of all transcripts. The Union further agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense, including any back pay awarded by the courts and/or any unemployment compensation costs incurred by the District.
- E. The Local Unit President will be furnished a list of all newly hired employees. Responsibility for signing an authorization card rests with the newly hired employee and the local Union. Such signed authorization card(s) must be submitted to, and initialed by, the Personnel Manager of Non-Certified Staff or his/her designee.

ARTICLE XX

General Information

- A. The Board may at its discretion require that employees submit to physical and/or mental tests and examinations by a Board-appointed doctor when such tests and examinations are considered necessary to the Board in maintaining a capable work force, employee health and safety, etc. provided, however, the Board will pay the cost of such tests and examinations and provided, further, that the Union is notified of such action.
- In the event a dispute arises as to an employee's physical and/or mental ability to perform his/her work based upon a medical examination pursuant to this section, the parties shall jointly contact the University of Michigan Center or Ford Hospital in Detroit and arrange to obtain an opinion from a specialist. The cost of such an examination will be shared equally by the parties.
- B. Any doctor's statement submitted to the District by an employee shall contain the following information:
- a. Dates of treatment by doctor;
 - b. Diagnosis;
 - c. A statement as to whether or not the employee may return to work; and
 - d. The date the employee may return to work.

Any such doctor's statement must be presented to the District upon the employee's return to work from the leave or disability in question.

In the event of an illness or injury which has resulted in lost work time for which the employee has seen his/her doctor, the employee agrees to provide the appropriate release to the Board to secure specific and detailed medical data from the employee's doctor when such information is necessary and has been requested in writing by the Board indicating such need.

C. Address and Phone

It shall be the responsibility of each employee to notify the Board of any change of address or telephone number and such change shall be entered on the Board's records. The employee's address and telephone number as it appears on the Board's records shall be conclusive when used in connection with this article and with layoffs, recall, and other notices.

D. Resignation

Employees agree to notify the Board, in writing, as soon as possible, of any intent to terminate employment with the Board. It is recognized by the employees that they have an ethical responsibility to notify the Board of their resignation at least two (2) weeks prior to their expected last date of employment.

E. Evaluation

If seniority employees are formally evaluated in writing, by management representatives, the evaluation report shall be shown to the employee and signed by the employee if it is acceptable to him/her. If the employee does not agree with the evaluation, the employee will be only required to initial as evidence of having seen or read the evaluation report. The employee shall have the right to attach his/her written comments to the evaluation, it being understood that the evaluation itself is not subject to the Grievance Procedure.

F. No Discrimination

It is the policy of the board and the Union that there shall be no discrimination against any employee because of sex, race, color, religion, creed, age, or national origin. In the event the employee elects to pursue his/her legal or statutory remedy before the Equal Employment Opportunity Commission or the Michigan Civil Rights Commission, an alleged violation of this section shall not be processed beyond Step Three of the Grievance Procedure.

G. Inclement Weather

1. a. Effective after August 1, 1987.

Employees who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of the school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or other such conditions will not be paid for such days. Employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular rate of pay unless noted in Article XVI, A.2.d..

b. Employees who report for work on time and are sent home under the provisions of this section (Inclement Weather) shall be paid for all hours worked or paid for two (2) hours, whichever is greater.

2. In the event an employee receives unemployment compensation benefits (which as used herein also includes underemployment benefits during the school year associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

- H. The Board agrees that it will have this Agreement printed with a copy of said Agreement to be given to each unit member.
- I. This Agreement may not be modified in whole or in part by the parties except by mutual agreement, by an instrument, in writing, duly executed by both parties.
- J. Technology

The Board reserves the right to utilize any or all methods of technology (i.e. cameras, gps systems, radios, cell phones etc) to promote positive and acceptable behavior on any vehicles in the fleet. No technology will be added to any vehicles without previous notification to the Union.

ARTICLE XXI

Insurance

- A.
 - 1. The Board will, for the duration of this Agreement, pay the premiums to provide term life insurance for regular full-time employees (working thirty (30) or more hours per week) thirty thousand and 00/100 (\$30,000) dollars, and for all new employees working from twenty (20) to twenty-nine (29) hours per week, fifteen thousand and 00/100 (\$15,000), for seniority employees, subject to the terms and conditions in the policy in effect between the Board and the carrier. All new employees (hired after July 1, 2000) working from twenty (20) to twenty-nine (29) hours per week will be given fifteen thousand and 00/100 (\$15,000) dollars life insurance. Those employees currently receiving life insurance of twenty-five thousand and 00/100 (\$25,000) dollars, working less than thirty (30) hours per week will continue. The Board shall have the right to select the carrier, change carriers, and/or bid carriers.
 - 2. Field trips and all other short-term assignments are not to be included in the calculation of "regularly scheduled work."
 - 3. An eligible employee shall become insured on the first day of the month following the completion of the eligibility time lines as listed herein.
 - 4. A newly eligible unit member who is eligible for enrollment in the term life insurance program must elect to be covered, by filing out the necessary forms in the Fringe Benefits office, within thirty (30) calendar days from his or her effective date of eligibility.
- B. The Board will pay, for the duration of this Agreement, premiums up to the level specified in Subsection 2 below, so as to provide a level of health insurance coverage for full-time eligible seniority employees, not otherwise covered by the Board or not otherwise eligible to be covered by another comparable employer-paid group health plan who enroll in one of the below-noted plans, during the appropriate enrollment period, subject to the terms and conditions specified in the Board's group insurance contracts. For purposes of this section, comparable coverage shall be measured by a comparison with the typical benefits available in a standard Blue Cross/Blue Shield MYF-1 PPO plan without any riders. There will be no cash credit or credits to any employee in the unit.
 - 1. Unit members may choose from one of the two following health care plans:
 - a) Blue Cross - Preferred Care

Blue Cross Comprehensive Semi-Private and Blue Shield MYF-1 with riders XVA2, CC-CLC, FAE-RC, VST, PPNV-I, ML, SATII, SOT-PE, Prescription Drugs \$10.00 deductible with MAC and APDBP, TRUST 15, and Master Medical Option I with MMC-POV, and including an FC (Family Continuation Rider) and a PRE-100 (Predetermination Rider).

b) Blue Care Network Plan (BCN5)

Blue Care Network Plan (BCN5) for Saginaw Board of Education. Effective date of eligibility for this program is December 1, 1994.

2. a) The monthly maximum health premium amounts to be paid by the Board shall be as follows:

<u>2007-2008</u>	<u>2008-2009</u>	
\$471.00	\$496.00	(premium for employees working thirty (30) hours or more per week)

\$236.00	\$248.00	(employees working twenty (20) to twenty-nine (29) hours per week.
----------	----------	--

2006-2007

\$436.00 As capped amount paid toward medical insurance each year.

- b) In the event the monthly maximum health premium amounts specified in Subsection *a* above exceed the monthly premium amounts which are required by the employee's selected Plan and level, then any excess amounts shall be applied to the health insurance premium amounts which are required under the provisions of Subsection 4 (below) this article. These provisions shall not apply to an employee who terminates his/her employment with the Board, ceases to be eligible for Board-paid insurance coverage or elects to terminate his/her coverage prior to the end of a given school year.

Further, there shall be no cash rebates to any employee for any reason whatsoever associated with these provisions.

3. It is understood that any cost of insurance over and above the amount listed above in Subsection 2a shall be borne by the employee and the employee shall authorize a payroll deduction for such to be taken from his/her pay.
4. Notwithstanding the above, eligible employees choosing to enroll in the Board-sponsored health, dental, and vision insurance program must pay the full monthly cost of said insurance premiums for the months of July and August, or said insurance coverage shall terminate on July 1. The amount of such insurance premiums will be deducted from the affected employee's pay in equal installments during the preceding school year. If the employee terminates his/her employment with the Board, ceases to be eligible for Board-paid insurance coverage or elects to terminate his/her coverage, all amounts deducted from the employee's pay under this provision will be refunded.
5. An employee shall be regularly scheduled to work at least thirty (30) hours a week (employees working twenty (20) to twenty-nine (29) hours per week will pay the prorated amount of fifty percent (50%) of the health insurance premium) to be eligible for the health insurance benefits set forth herein. Field trips and all other short-term assignments are not to be included in the calculation of regularly scheduled work. Eligibility as to the thirty- (30) hour requirement shall be determined immediately following the mandatory bid meeting in October for each respective year and shall be based upon an employee's regularly scheduled number of hours as of that date. If an employee is eligible per this and other requirements, said employee shall then remain insured until the following year except that if an employee voluntarily chooses to be employed for less than thirty (30) hours, or if his/her eligibility status should change, coverage shall cease as of that point. Coverage is not guaranteed from year to year but is determined by the above-mentioned eligibility date, as well as the other provisions of this article.

6. Any employee who elects to terminate his/her health insurance coverage shall not be eligible to enroll in the Board plan(s) until the next open enrollment period.
7. For an eligible full-time seniority employee to become insured, the employee must enroll in the plan(s) within thirty (30) days of the employee's eligibility or during an annual open enrollment period and must pay one hundred percent (100%) of the full cost of the premium for coverage for the plan for two months in a method as determined by the District.
8. The Board reserves the right to select the provider of medical insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits, (including bidding such benefits), the negotiated benefits to be comparable to the basic Blue Cross/Blue Shield MVF-1 plan.

Probationary employees who have no health insurance coverage may sign up for the Board-provided hospitalization plan, but will have the full amount of the premium deducted from their checks until they complete their probationary period and become eligible as noted herein.

- C. Effective on January 1, 1999, the Board will for the duration of this Agreement, pay the premiums to provide vision insurance for all regular full-time (scheduled to work at least thirty (30) hours a week; employees working twenty (20) to twenty-nine (29) hours per week will pay the prorated amount of fifty percent (50%) of the vision insurance premium), seniority unit members not otherwise covered by another vision insurance plan, subject to the terms and conditions in the policy in effect between the Board and the carrier. The same eligibility and enrollment requirements established for health insurance shall apply to vision insurance. Said vision insurance shall provide benefits comparable to the MESSA VSP II plan. The Board reserves the right to select the provider of vision insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits, (including bidding such benefits). The Board's liability under this section is limited to the cost of the insurance premium and not benefits.
- D. Effective November 1, 2000, the Board will, for the duration of this Agreement, pay the premiums to provide a dental care program for all regular employees (scheduled to work at least thirty (30) hours a week; employees working twenty (20) to twenty-nine (29) hours per week will pay the prorated amount of fifty percent (50%) of the dental insurance premium) not otherwise covered by another dental care plan, subject to the terms and conditions of the policy in effect between the Board and the carrier. Said dental care program shall provide benefits equivalent to those which are provided to other school unit employees.

Delta Dental Selected Benefits:

- Class I Benefits (Basic Dental Services) – 80%
- Class II Benefits (Prosthodontic Services) – 60%
- Class III Benefits (Orthodontic Services) – 50%

- E. Eligibility, coverage, and benefits under the insurance plans in this article are subject to the terms and conditions including any waiting period or other time limits contained in the contracts between the Board and the carrier. Any rebates or refunds on premiums paid by the Board shall accrue to the Board. No matter contained in this article shall be subject to the Grievance Procedure, except the fulfillment of the specific obligations undertaken by the Board.
- F. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated for any reason or the day he/she goes on any leave of absence, except as otherwise noted, without pay or is laid off. In addition, all insurance coverages shall be discontinued six (6) months after an employee has been off work with a claim filed under the provisions of the Workers' Disability Compensation Act, subject to Appendix C.

- G. It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

ARTICLE XXII

Summer Work

- A. Driver and bus assistant routes, which are available as a result of the scheduling of regular student instruction programs during the summer months which require the transportation of students as part of the program(s) and on which the Board elects to utilize Saginaw School District buses and drivers-bus assistants, shall be filled first by drivers and bus assistants regularly employed by the Saginaw School system, subject to the conditions noted herein, i.e. in this article only.
- B. Drivers and bus assistants should understand that there is no guarantee of work during the summer months' period. Any summer employment as a driver or bus assistant is dependent upon the availability of work, as the needs of the School System might dictate.
- C. Drivers and bus assistants must submit a written request, signed by the applying employee, to the transportation supervisor, at least one month prior to the final day of regular student attendance, indicating whether or not they desire to work during the summer months. Such application(s) must be renewed annually for each subsequent summer employment period.
- D. As between employees possessing the necessary ability and qualifications (both physical and otherwise, and as outlined in Article IV of this Agreement, i.e. "General Qualifications for Employment and Continued Employment") the senior employee applying for the vacancy shall be appointed to fill the same. The determination of the supervisor as to qualifications and ability in this regard shall be final provided that said determination shall not be exercised in an arbitrary or capricious manner.
- E. The provisions of Article VII, VIII, IX, X, XII, XV, XVI, XVII, XVIII, and XXI, shall not apply to summer driver/bus assistant positions provided however, Article XVI, Section I and J, and XVII., H, shall apply to summer school driver/bus assistant positions.
- F. Drivers and bus assistants, employed during the summer months, do not accrue any additional seniority credit for purposes of Article VIII, Section A.
- G. In the event sufficient numbers of regular school year drivers and bus assistants are not available, per the provisions of this article, to fill the summer positions, the Board shall fill such positions as it sees fit and any such hires shall not be subject to the provisions of this Agreement and more specifically, of this article.
- H. Drivers and bus assistants employed during the summer months will be entitled to utilize accumulated sick leave providing the driver/bus assistant has not been cited for more than two (2) unexcused absences during the preceding school year. Drivers and bus assistants will also be extended premium payments toward insurances for each week worked during the summer providing runs assigned are equal to or exceed twenty (20) hours per week in a 5-day work week; or 16 hours per week in a 4-day work week. To become eligible, individuals must be enrolled for medical insurance during the previous school year.

ARTICLE XXIII

Supervisors Working

- A. Under normal circumstances, supervisors shall not perform bargaining unit work if it will result in the termination or layoff of employment of a seniority bargaining unit member.

ARTICLE XXIV

Waiver

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

ARTICLE XXV

Separability and Savings

If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be effected thereby. By mutual written agreement, the parties may meet to renegotiate a replacement article or section.

ARTICLE XXVI

Entire Agreement

The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. Any amendment or agreement supplemented hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVII

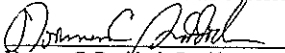
Termination

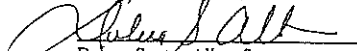
This Agreement shall be in full force and effect from August 27, 2007, shall continue in full force and effect without reopening until August 28, 2009 unless either party shall give a written notice to the other at least sixty (60) days prior to August 28, 2009, of its desire to modify, amend or terminate this Agreement. In the absence of the aforesaid sixty-(60) day notice, the Agreement shall automatically be renewed under the same terms and conditions for a period of one (1) year. A notice of desire to modify, amend, or terminate shall have the effect of terminating the entire Agreement but only as of the expiration date of the Agreement, August 28, 2009, subject to mutual consent to the contrary.

Notice in accordance with the above section shall be given by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 18th day of April, 2007.

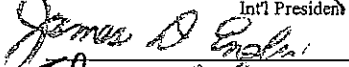
SAGINAW BOARD OF EDUCATION



Norman C. Bradstock, President

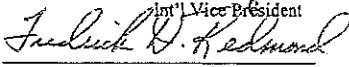

Delena Spates-Allen, Secretary

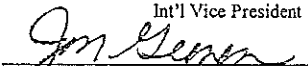
UNITED STEELWORKERS OF AMERICA AFL-CIO

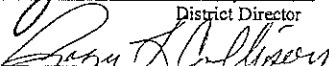

Leo W. Murad
Int'l President


James D. English
Int'l Secretary-Treasurer

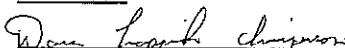

Thomas Conway
Int'l Vice President

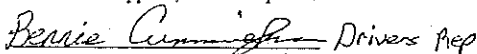

Frederick D. Redmond
Int'l Vice President

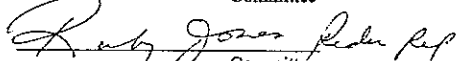

Jon Seaton
District Director


Regan A. Hollister
Staff Representative

LOCAL 8410


Dara Lapprich, Unit Chairperson


Bernice Cunningham Drivers Rep
Committee


Ruby Jones Riders Rep
Committee

APPENDIX A

Salary Schedules

1.

Drivers		Step 1	Step 2
A.	2007-08 Year I 1% Increase	\$13.49	\$15.08
B.	2008-09 Year II 1% Increase	\$13.62	\$15.23

2.

Assistants		Step 1	Step 2
A.	2007-08 Year I 1% Increase	\$ 9.92	\$10.84
B.	2008-09 Year II 1% Increase	\$ 10.02	\$10.95

Step one shall apply for all employees in their first full year of employment and Step two shall be effective on the employee's first anniversary date.

APPENDIX B

Food Lodging Allowance

Employees who are required to be out of the School District on school business or field trips will be allowed a food, lodging allowance provided they meet the conditions listed:

- a. Meals – Trip is over seventy-five (75) miles and/or five (5) hours of continuous work.
- b. Lodging – Trip is over seventy-five (75) miles and is twenty-four (24) hours or longer in duration.

Meals

A food allowance will be provided based on the following schedule:

- Breakfast – When travel commences prior to 8:00 AM
- Lunch – When travel commences prior to 11:30 AM
- Dinner – When travel commences prior to 5:00 PM

The food, lodging allowance will not be authorized for any regular scheduled route or if the special assignment/field trip is five (5) or more hours only.

Meal Allowance

- Breakfast – \$4.50
- Lunch – \$6.00
- Dinner – \$9.00

This includes all tips and taxes. Receipts must be obtained and turned into the transportation supervisor before any reimbursement will be made.

Lodging

All lodging must be approved by the transportation supervisor. Lodging will normally be authorized if the special assignment/field trip is twenty-four (24) hours or more. Receipts for all lodging include taxes and tips and must be turned into the transportation supervisor before reimbursement will be made.

Lodging Allowance

Lodging – Not to exceed \$40.00 per 24-hour period.

Student Discipline

At the discretion of management, when there is a persistent student discipline problem on any bus, consideration be made for a rider to be placed on that bus regardless if that particular bus is a special education bus or not.

APPENDIX C

MEMORANDUM OF UNDERSTANDING Family and Medical Leave Act

1. It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate state and/or federal legislation and implementation provisions of the Family and Medical Leave Act (PL-103-3).
2. In the event that it is required that provisions of the Family and Medical Leave Act are to be implemented, and provided further that said Family and Medical Leave Act provisions are in conflict with provisions of the collective bargaining agreement between United Steelworkers, Local 8410-01, and the Saginaw Board of Education, the Administration agrees to meet with representatives of Local 8410-01 prior to said implementation.
3. It is agreed that the following are examples of implementation procedures, which will govern the Administration in this regard:
 - a. Leaves granted under Article XVIII will be counted against an employee's annual Family and Medical Leave entitlement;
 - b. The discretionary right(s) of the Administration to either grant or refuse any and all requests for all leaves of absence(s) under Article XVIII shall not be applicable, if such a discretionary right is in conflict with a leave request granted under the provisions of the Family and Medical Leave Act.
 - c. Sections A1, A3, and I2 of Article XVIII and Section D of Article XXI shall not be applicable, regarding the nonprovision of fringe benefits to eligible employees on any leave of absence, if said employee is on an approved Family Medical Leave qualifying leave of absence. It is understood that all such premiums paid by the Board may be recovered while an employee was on an unpaid Family Medical Leave of absence, per the applicable provision of the Family Medical Leave Act.
 - d. The provisions of Article XVIII, Sections C2 (and of I1) shall not be applicable regarding the amount of time that an employee's position will be held "open" if said provisions are in conflict with a leave request granted under the provisions of the Family and Medical Leave Act.
 - e. Notwithstanding the language of Article XVIII, Section C, an employee requesting a leave of absence, under the auspices of Article XVIII, Section C, which is a qualifying Family Medical Leave Act leave, shall provide notice to the Board, according to the notice requirements of the Family Medical Leave Act.

APPENDIX D

MEMORANDUM OF UNDERSTANDING Health Benefits

If subsequent to ratification of this Agreement, a law is enacted which required the Board to pay for a fund or a state or national health insurance system to provide, in whole or in part, the same or similar health benefits to those already provided under this Agreement, then the health benefits provided under this Agreement shall be considered as a substitution for any provisions for similar benefits provided under such law. If any benefits of a similar nature to those provided under this

Agreement are required by law and the benefits provided under this Agreement are not considered in substitute therefore, the Board shall, at its option, have the right to either reduce the benefits under this Agreement by the amount of such benefit provided under such law (provided the overall benefit level provided employees will not be reduced) or the Board shall have the right to reopen this Agreement solely on the issue of reducing health benefits so that the Board is not required to pay for the same or similar benefits.

APPENDIX E

MEMORANDUM OF UNDERSTANDING Drug and Alcohol Testing

It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate federal and state legislation and implementation regulations regarding rules for drug and alcohol testing of employees. Said drug and alcohol testing of employees is in implementation of regulations issued by the United States Department of Transportation and the Federal Highway Administration (FHWA) and is a requirement of certain provisions contained in the Omnibus Transportation Employee Testing Act of 1991, as part of the 1992 Department of Transportation and Related Agencies Appropriations Act.

Employees shall receive their hourly rate of pay for drug and alcohol testing implemented pursuant to this provision, if such payment is required by law.

APPENDIX F

MEMORANDUM OF UNDERSTANDING Provisions of PA 112

In the event PA 112 is reversed, it is agreed that before the Board permanently removes bargaining unit work regularly and normally performed by members of the bargaining unit which will result in the layoff of a member of the bargaining unit (either through contracting or transferring work out of the unit) the District will notify the Union in writing. Upon written request from the Union, filed within five (5) workdays from the notification, the Board will meet with the Union within ten (10) workdays for the request to negotiate the matter in a special conference(s), it being understood that the Board will not take any final action until after the conference(s) has been concluded.

APPENDIX G

MEMORANDUM OF UNDERSTANDING Shutdown

When there is a partial shutdown of the school system, Union members will be given first preference for any work available prior to subs being called.

APPENDIX H

MEMORANDUM OF UNDERSTANDING Conducting Union Business and Reimbursement

The Board agrees to pay any employee, while serving in any official capacity while conducting Union business given the employee notifies his or her supervisor in advance. The Union agrees to promptly reimburse the Board for any and all wages and expenses paid to any member based on the amount noted on the salary, lost time, and expense voucher.

