AGREEMENT

between
BANGOR TOWNSHIP BOARD OF EDUCATION
and the
UNITED STEELWORKERS
AFL-CIO-CLC
on behalf of LOCAL UNION 7380-03

July 1, 2022 through June 30, 2026

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LETTER OF AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2022, between the Board of Education, Bangor Township, Bay City, Michigan, hereafter called the "Board," and the United Steelworkers, AFL-CIO-CLC, and hereafter called the "Union."

WITNESSETH:

WHEREAS, the Board and the Union have a statutory obligation pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with each other with respect to hours, wages, terms and conditions of employment of driver/dispatcher, bus drivers, including substitutes and stand-by drivers.

DEFINITION OF EMPLOYEE:

The term "employee" as used in this agreement shall mean all school bus drivers, including substitute bus drivers, special education drivers, and such other employees as the Board and Union may agree to. In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I – RECOGNITION

Section 1.1: Unit and Employee Defined

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all school bus drivers but excluding supervisory and administrative personnel. The term "employee," when used hereinafter in this agreement, shall refer to all employees represented by the Union in the bargaining and negotiating unit as above defined and reference to male employees shall include female employees.

Section 1.2: Equal Application of Agreement

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

Section 1.3: Sole Recognition

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

Section 1.4: Union Membership

Any employee who is a member of the Union in good standing on the effective date of this agreement shall have an opportunity to maintain membership in the Union to the extent of paying the periodic membership.

Any employee who on the effective date of this agreement is not a member of the Union and any employee thereafter hired shall have an opportunity to, starting thirty (30) days after the effective date of the agreement or after the completion of the sixty (60) working day initial probation period, whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any federal or state law, or that it is in conflict with any federal or state law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

Section 1.5: Complete Agreement

The parties acknowledged 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 School District and the Union, for the life of this agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Section 1.6: Changes in Writing

Should the parties mutually agree to alter or change any portion or part of this agreement, it must be put in writing and be approved by the Union and the Board.

ARTICLE II – RIGHTS OF THE UNION

Section 2.1: Right to Union Activity

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities of mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly, discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not

discriminate against any employee by reason of his membership in the Union, his participation in any activities of the Union or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under the agreement or otherwise with respect to any terms or conditions of employment.

Section 2.2: State Labor Mediation Board

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from said public agency.

Section 2.3: Wearing of Insignia

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union.

Section 2.4: Board Furnished Information

The Board agrees to make available to the Union, in response to reasonable requests for available information concerning the financial resources of the District, and such other public information as will assist the Union in developing intelligent, accurate, informed and constructive programs or as the state and/or federal laws require. Such information shall be furnished in the methods stipulated in Board policy.

ARTICLE III – RIGHTS OF THE BOARD OF EDUCATION

Section 3.1: Reserved Rights

The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and invested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

b. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

c. To determine work schedules for hours of employment and the duties, responsibilities, and assignments of employees with respect thereto and work assignments and terms and conditions of employment, provided it is not in violation of any other Article of this agreement.

Section 3.2: Rights of the Board

Nothing contained herein shall be considered to deny or restrict unlawfully the Board of its rights, responsibilities, and authority under the Michigan General School

Laws or any other national, state, county, district or local laws or regulations as they pertain to the School District.

ARTICLE IV – WAGE RATES

Section 4.1: Hourly Rates

The hourly rate for the employees covered by this agreement shall be paid in accordance with Schedule "A" attached to and incorporated in this agreement.

Section 4.2: Overtime Rates

Time and one-half shall be paid for all overtime work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, and for all time worked on Saturday. No employee shall receive both daily and weekly overtime for the same hours worked. Double time shall be paid for all work performed on Sunday. The minimum amount of work which shall be scheduled on Saturdays, Sundays, or holidays shall be four (4) hours.

Section 4.3: Holidays and Scheduled Non-Instructional Days

Legal paid holidays and scheduled non-instructional days shall be:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Year's Day

Good Friday

Memorial Day

Scheduled Non-Instructional Days from the first student day of the school year through the last student day of the school year (not to exceed three per school year).

All employees shall receive pay for their regular number of hours as in a regular workday for each of the holidays listed herein when not worked. Double time in lieu of holiday pay shall be paid for all work performed on any of the holidays herein listed. Scheduled non-instructional days shall be paid at the DRIVERS REGULAR GUARANTEED HOURS BASED ON THEIR REGULAR ROUTE plus any actual hours worked. [Time and one-half shall be paid for the accumulation of time in excess of eight (8) hours.]

In addition to the aforementioned holidays and scheduled non-instructional days, weekdays between Christmas Day and New Year's Day shall be paid holidays; in no event shall this be less than five (5) paid days.

Section 4.4: Grievance/Negotiating

An employee engaged during the school day in negotiating in behalf of the Union with any representatives of the Board, or participating in any mandatory formal

professional grievance negotiations, shall be released from his regular duties without loss of pay. The Union and the Board will split the cost of lost time for employees who are engaged in negotiation with the Board or in processing a grievance. The Grievance/Negotiating Committee shall consist of the two members of the Grievance committee (Stewards) or their alternate, the Unit Chairperson and the Unit Secretary or their alternate. The local President may attend if he so desires.

Section 4.5: New Positions

As new positions defined under the "Witnessed" section of this agreement which fall within the scope of the bargaining unit are created, hourly rates for such positions shall be negotiable.

Section 4.6: Holiday Pay Eligibility

FULL TIME employees must work the day before or after a holiday to receive pay for the holiday. In order for drivers to qualify for non-instructional days they must meet the same qualifications as for holiday pay.

ARTICLE V – HOURS WORKED

Section 5.1: Route Determination

Hours worked by bus drivers shall be determined by the route or routes assigned. Established routes shall not be arbitrarily or discriminatorily changed. This is not to infer that the Board cannot change routes to effect efficiency and economy. If an employee feels he has been discriminated against, he may have recourse to the grievance procedure.

Section 5.2.a: Minimum Hours Per Day

A full-time driver will be defined as a driver with a full set of AM and PM runs consisting of high school, middle school and elementary, or special education students. Full-time drivers will receive a minimum of six (6) hours per day. Driver/dispatcher will be guaranteed an eight (8) hour workday. The District agrees to establish a minimum of twelve (12) routes with a guarantee of six (6) hours or more of pay for work per day, unless overall need for routes drops below 12, then routes will be determined by seniority of drivers.

Section 5.2.b: Short-Time Drivers

Short-time are those drivers with regular runs who do not meet the definition of Full-time drivers in Section 5.2.a. Short time drivers will receive a minimum of four (4) hours pay, their assigned bid hours or actual driving time, whichever is greater for the day. Holidays, personal days and sick time are paid based on the route hours of the job bid. (For example if a driver bid on a four (4) hour run they will be paid four (4) hours for holiday, personal and sick time). Such short-time runs will be subject to the bidding procedure as provided in Section 6.2.

5.2c Substitute drivers will be defined as those drivers without regular runs.

5.2d Short time pre-school drivers, who do not have school on Fridays, will be placed on the substitute list according to seniority and section 17.1 on non-pre-school days. This will also apply at the beginning and end of the school year while pre-school is not in session.

Section 5.3: Work on "ACT OF GOD" Days

In the event of a "ACT OF GOD" day all regularly scheduled runs will be canceled. Individuals required to work will be paid for the actual hours worked in addition to the six (6) hour guarantee.

If an employee has taken a sick or personal day and that day is cancelled due to an ACT OF GOD, the day will be reinstated to the employee's sick time.

Section 5.4: Special Education, Bay City vs. Bangor Calendar

Because of the fact we have special education buses that must follow THE BAISD OR OTHER SCHOOL DISTRICTS calendar in terms of days worked and also the Bangor Township School calendar, we find that on several occasions during the year our special education buses are scheduled to work while other drivers are not. This additional time that the special education drivers work has been looked at as regular run time. In the event the regular special education drivers elect not to drive, THEY WILL NOT BE PAID AND the work shall go to the most senior employee desiring the work.

ARTICLE VI – SENIORITY

Section 6.1: Seniority Date, Probation

Seniority of employees covered by this agreement shall be determined in the following manner: probationary period new employees, including substitutes, shall be on probation during the first sixty (60) days worked or one (1) calendar year from date of hire, whichever is earlier. Probation period may be extended with mutual consent of both parties based on job evaluation. During this period they have no seniority and may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period their names shall be placed on the seniority list WITH SENORITY BASED ON DATE OF COMPLETION OF PROBATIONARY PERIOD**.** No seniority status exists during probationary period. It is further understood that the Union will not be a representative of any employee during his/her probationary period. The order of seniority for new employees hired on the same day shall be determined using the last digit of their social security numbers, with the highest number considered highest seniority. The present order of seniority shall remain as of this date.

Section 6.2.a: Job Bidding

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

a. The driver shall supply the Board with all available information pertaining to their route (maps, bus mileage, distance driven, head count) fifteen (15) days prior to the closing of school in June.

b. Route Determination. The Board shall determine the routes to be assigned no later than four (4) business days prior to the opening of school in the fall, and immediately following such period, all available information pertaining to routes will be made available for inspection by the driver during regular business hours.

c. Orientation/Bid Meeting Date. The Board shall hold an orientation/bid meeting no later than two (2) business days prior to the opening of school, and at this meeting, job bidding will take place and all routes will be awarded according to seniority. Job bids may be submitted in writing.

d. For annual bids, if an employee on paid or unpaid sick leave is in possession of a doctor's release at the time of the bid (that returns them no later than the second Friday of October) they shall be allowed to bid. If they do not return before the second Friday of October, the route will be rebid and when the employee returns to work they will be placed per the provisions of Article 8.12.

e. For bids that occur during the school year an employee must be at work, on excused absence covered by the contract, or cleared to return to work when the job is filled in order to bid.

f. Once such routes have been established and bid on, the time for such routes shall not arbitrarily nor discriminatorily be changed. This is not to infer that the Board cannot change routes to effect efficiency and economy.

g. If such route is increased or decreased by more than twenty (20) minutes before or after the beginning or end of a morning, noon, or afternoon run, or by addition or deletion of a noon run, any of the affected seniority drivers may then bump for a more desirable route based on his/her seniority except for special education bus routes, for which special administrative consideration will be given.

h. After routes have been bid and awarded, drivers may not thereafter change routes except where a permanent vacancy occurs.

i. Trainer Positions: Vacancies for trainer positions shall be posted and filled per the collective bargaining agreement by senior qualified applicant.

Section 6.3: Notice of Permanent Vacancy

The Board may, at its discretion, assign a CDL licensed driver with all required endorsements to operate the bus or vehicle involved while the "permanent" vacancy is being filled as provided herein.

Notice of vacancy shall be posted by the Board on the bulletin boards within five (5) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given an equal opportunity to bid.

If an employee is off work in excess of 90 total instructional work days in a school year, paid or unpaid the employee shall lose their route for the remainder of the year and the route shall be bid as a permanent vacancy. Upon return to work during the

same school year, the driver will be placed in a full time or short time route per Section 8.12.

Section 6.4: Notice Information

Such notice shall state information about the permanent vacancy including route, the hours and the date bidding closes.

Section 6.5: Written Bids

Interested employees' bids shall be put in writing by them in a method mutually agreed to by the Board and the Union, in duplicate, and shall be signed by the employee (email or fax will be accepted). The employee will then deliver two (2) signed copies to the Union committeeman who will keep one and file one with the Director of Transportation. When the notice of permanent vacancy is posted it will be pointed out that other permanent vacancies will probably result when the advertised job is filled and all employees will indicate on their bid slips whether they are interested in only the original or any other resulting permanent vacancy and this will be taken into consideration when bids are opened in the presence of the Union representative.

Section 6.6: Trial Period

The successful bidder shall be placed on the permanent vacancy or route within five (5) working days, or sooner if possible, from the date the permanent vacancy or route was first posted. Such successful applicant shall be given a trial period of up to fifteen (15) working days during which the employee may choose to remain in the position or the employer may choose to remove the employee from the position, for good cause. If the employee does not remain in the position either by his or her choice or by the employer's decision they will be returned to their former route or position, subject to the grievance procedure. If during the fifteen (15) day trial period an employee chooses not to remain they will be moved no later than the following Monday to their former route or position. It is further understood that an employee may only exercise his right to return to his former route or position once each semester.

Section 6.7: Notification to Union President

The Director of Transportation shall notify the Unit President of the committee and the driver/dispatcher as to the name of the successful bidder together with the date of such award.

The Unit President and the driver/dispatcher will be provided notification when an employee is returned to his former position.

Section 6.8: Loss of Seniority

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

a. Employee quits
b. Employee is discharged for just cause
c. The laid-off employee is not reemployed within twenty-four (24) months

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

e. If the employee engaged in gainful employment while on personal disability leave from the district without prior written approval from the employer.

Section 6.9: Seniority List Posted

Up-to-date seniority lists shall be posted on the bulletin boards of the school system at each bus yard one (1) week before the end of the school year, and thirty (30) days after Labor Day of each year. Unless an employee files a written grievance or protest to his seniority date as shown on the list within ten (10) working days from its posting, such list shall be presumed as correct.

Section 6.10: Layoff Procedure

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

a. Probationary employees shall be laid off first.

b. Thereafter, employees shall be laid off in line with their seniority. Employees with seniority, who are qualified and willing to do the work of the employee to be displaced, in a lower classification may do so at the rate applicable for such job.

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

d. When an employee, other than a probationary employee, is laid off for an indefinite period, s/he will be given a fifteen (15) day notice of such layoff.

e. The Director of Transportation shall supply the Union Chairperson a copy of all layoff notices.

f. An employee, leaving his position with the Board shall likewise be required to give the Board at least fifteen (15) days written notice of his intention to terminate. Failure to provide such notice results in resignation to be considered not in good standing.

g. The above section shall not apply to situations in which unforeseen circumstances result in the closing of schools, such as boiler breakdown, power failure, strikes, fires, etc.

Section 6.11: Seniority Status

Seniority status for full time drivers, substitute drivers, and special education drivers, shall be the same. There will be no differentiation between the three (3) groups for seniority purposes.

Section 6.12: Probationary Drivers Working

Probationary drivers shall work only when all seniority employees are working or have refused to work in accordance to the terms of this Agreement.

Section 6.13: Filling Temporary Vacancy

A temporary vacancy shall be filled for ten (10) working days from the list of available substitute drivers. After the initial ten (10) day period, the vacancy shall be filled by the most senior substitute desiring the vacancy, who shall then remain in the position until the regular driver returns. The substitute shall enjoy the status of a full time driver except that they shall receive only those benefits granted to a substitute driver under the Labor Agreement.

Section 6.14: Loss Of Full Time Status

In the event of a full time driver losing full time status there shall be a minimum of

Ten (10) work days prior notice.

Section 6.15: Full-time Drivers Requesting Sub Status

When a full-time driver requests to become a substitute driver, such driver shall maintain his/her seniority with accrual of seniority as long as he/she remains a substitute but will waive his/her rights to bump until at such time the employee has informed the Board that he/she wants to return as a full-time driver. After informing the School Board of her/his desires of returning as a full-time driver, the employee must then wait until there is a permanent vacancy or the following school year and will be given such full-time driving job after the regular bidding procedure in accordance with her (or his) seniority.

ARTICLE VII – BUS DRIVER EDUCATION

Section 7.1: Bus Driver Classes

All drivers must attend the school bus drivers' education classes in accordance with the state law, or as directed by the School Board. Pay will be regular rate as in Schedule "A" of this agreement.

Section 7.2: : Information of Attendance for Required Classes

Information regarding whether drivers have or have not attended classes will be made available to the Transportation Supervisor and the Unit President.

Section 7.3:

a. Employees must have their up to date physical examination to obtain their new Medical Examiner's Certificate prior to the expiration of their current Examination Certificate.

b. Employees must maintain their credentials and continuing education mandated by the State of Michigan.

c. Employees are required to submit reports or information for reports throughout the year.

d. The District and Union will comply with the current Board Policy requiring post-accident, pre-employment, random or reasonable suspicion drug testing. Refusal to submit to testing will mean a positive test, as defined in State and Federal Department of Transportation (DOT) regulations.

ARTICLE VIII – LEAVES OF ABSENCE

Section 8.1: Personal Disability Leave

Any employee whose personal illness or accident extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for a period equal to his time of employment, but not to exceed two years. Employees with work-related disabilities shall also be granted a leave of absence without pay for a period equal to his time of employment, but not to exceed two years.

The leave shall be reviewed each ninety (90) days and may be extended for like periods up to the maximums. During the period of absence, the employee shall not engage in gainful employment unless agreed to by the employer. Failure to comply with this provision shall result in complete loss of seniority rights to the employee involved. The employee should make suitable arrangements for the continuation of insurance coverage after the expiration of the employer paid benefit.

a. Board Physical Examination: The Board reserves the right to have the employee examined by a physician of the Board's choice at the expense of the Board. The employee's return to work is contingent upon the physician's report.

Section 8.2: Leaves Charged Against Sick Leave

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

a. Serious Illness in Family: A maximum of five (5) days per year for serious illness in the immediate family living in the same household. Proof of serious illness shall be furnished if required by the Board.

b. Personal Business Days: Three (3) days per year for the conducting of personal business affairs which cannot normally be handled outside school hours. Personal business days will be taken only after securing the permission of the Supervisor or his designee. Extension may be granted by the Supervisor or his designee. Up to two (2) of these personal business days (if not used) may be carried over to the next school year, for a maximum of five (5) personal business days in any one school year.

c. In addition to the benefits in the labor agreement, the Board and the Union agree that contractual provisions shall be coordinated with the Family and Medical Leave Act.

Section 8.3: Leaves Not Charged Against Sick Leave

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

a. Five days for the death in immediate family: A maximum of five (5) days for death in the immediate family. Immediate family and/or step family shall be defined as spouse, father, mother, brother, sister, child or dependent of the immediate household residence. Time off must be taken at the time of the funeral.

b. Three days for the death of a father-in-law, mother-in-law, brother-in-law, or sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren**,** aunt or uncle, If need, additional time may be granted at the discretion of the Superintendent. Time off must be taken at the time of the funeral. One day will be allowed for the death of a niece or nephew.

c. Jury Service: Absence when called for jury service.

d. Court Appearance: Court appearance, when subpoenaed, as a witness in any case.

e. Selective Service Physical Exam, One Day: One day to take the selective service physical examination.

f. Fees Signed Over to School: Any employee who is off work for any approved reason and receiving pay or fee shall sign over to the School District any money received for the service. The School District, in turn, will then authorize a full day's wages for each full day of service fees received.

Section 8.4: Maternity Leave

A maternity leave will be granted in accordance with the Family Medical Leave Act (FMLA).

Section 8.5: Peace Corp Leave

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

Section 8.6: Public Office Leave

An employee elected or selected for public office which takes him from his duties with the school system shall, upon prior written request, receive a leave of absence without pay as required to perform the duties of such office. Such leave shall not involve loss of seniority. Seniority shall be frozen until such time as the employee returns to work or for a maximum of four (4) years.

Section 8.7: Personal Leave

Leaves of absence without pay for reasons other than working for another employer are subject to approval by the Board or its agent to employees for a period not to exceed sixty (60) working days. Such leaves shall have the written approval of the Board and the Union Grievance Committee.

If such leave is extended beyond the sixty (60) days, the position shall be considered vacated for the duration of the leave and shall be filled by the most senior substitute. This provision shall not apply to other leaves specified in this labor agreement.

Section 8.8: Armed Forces Leave

Any employee who has completed his probationary period and who has entered, or who enters, the armed forces shall be restored to employment, as provided under the current federal law. Restoration shall be on the basis of accumulated seniority, and the wage rate and status the returned employee would have reached in normal wage progression had he not left the employment of the Board.

Section 8.9: Veterans Educational Leave

Any returning veteran desiring to pursue a course of study using the VETERANS EDUCATIONAL ASSISTANCE PROGRAM as provided by TITLE 38 OF THE UNITED STATES CODE**,** before or after returning to his/her employment with the Board, shall notify the Board and the Union in writing at least once each year of his/ her continued interest to resume active employment upon completing his course of study. During said leave, seniority shall not accrue.

Section 8.10: Union Position Leave

The Board shall grant a leave of absence with accrual of seniority upon application of any employee who accepts a position with a local, international union, federated union bodies, and government and civic organizations provided, however, that such employee makes annual application for annual extension during the last thirty (30) days of each year of such leave of absence and provided further that upon returning to work such employee must be able, after a physical examination on the request of the Board, to perform the work of the job to which he is returning or to such other job as he might be capable of performing. The employee may bump the regular employee with the lowest seniority. Leaves totaling thirty (30) working days or less in any one school year shall not be subject to the preceding sentence.

Section 8.11: Transfer Outside the Unit

Any employee in the bargaining unit who had been transferred to, promoted heretofore, or hereafter, from the bargaining unit to a position outside of the bargaining unit, shall have his seniority frozen and he shall not accrue further seniority until he returns to the bargaining unit. If he is subsequently relieved of such position because of lack of work or inability to perform the work, or at his own request, the Board must give the employee the opportunity to return to the bargaining unit. After returning to the

bargaining unit he shall have the benefit of all seniority he had or may accrue in the bargaining unit.

Section 8.12: Accommodating Returns from Leave

An employee returning from paid or unpaid sick leave of less than 90 instructional work days for the school year shall resume the route they had prior to their leave**.** A driver returning from a leave of 90 instructional work days (as defined in Section 6.3) will be placed on the route of the full time driver (or short time driver) with the least seniority in the status they held prior to the leave, provided they have the seniority. A driver affected by such move may bump according to seniority.

Section 8.13: Educational Improvement Leave

Upon prior written notice, leaves of absence without pay may be granted for periods not to exceed one year for the purpose of educational improvement. Such leaves shall only be granted to the employees who have seniority. Seniority may be frozen as of the day the educational leave is granted and shall be reactivated upon the return or placement on the substitute list. Notice shall be in writing.

Section 8.14: Openings Created by Leaves

Job openings created by leaves of absence, as in 8.13, shall be posted in accordance with Article VI of this agreement.

Section 8.15: Notice of Return from Leave

Employees returning from a leave of absence as defined in Section 8.1 [if over thirty (30) days], 8.5, 8.6, 8.7, 8.9, 8.10, 8.11, 8.13 are required to give at least one (1) weeks written notice to accommodate scheduling. A driver may return immediately but will be used as a sub until the next scheduled work week.

ARTICLE IX – SICK LEAVE

Section 9.1: Sick Day Allowance/Accumulation/Use

Full time drivers shall be allowed six (6) days per semester, twelve days per school year. The District will provide sick day limits of 90. Drivers (full or short time) will be paid based on the hours assigned on their regular route for each day used.

The foregoing shall be credited to each employee at the start of each semester. Short time drivers shall be allowed one (1) day sick leave for each fifteen (15) days' work but not to exceed twelve (12) per school year. Short time drivers may use their sick time the same as full time drivers.

a. The Board reserves the right to require the employee to furnish a physician's (M.D. or D.O.) medical statement to the Supervisor of Transportation verifying the reason for the absence.

b. Substitute drivers who are filling a vacancy of a full time driver for a twenty (20) consecutive working day period or longer shall be entitled to use sick days while on such assignment, and shall not lose the opportunity to return to the assignment.

Section 9.2: Sick Day Pay Off

Any employee who, after ten (10) years terminates his employment in good standing, shall be paid in full for the first forty-five (45) days and forty-five ($45.00) per day for each additional unused accumulated sick day with the total not to exceed $10,000.

Full time drivers using two or less days of sick leave per semester will be paid $200.00 to be paid with regular pay in the pay period following the end of the semester.

Section 9.3: Retirement Notice

For budgetary purposes, the Board would appreciate knowing as far in advance as possible of an employee's decision to retire.

Section 9.4: Notice of Hospital Admission/Discharge

Any employee who is admitted to the hospital must notify school administration that he/she is not available for driving. Upon discharge from the hospital, the employee shall report in not less than three (3) days his/her anticipated time off to the Bangor Township Schools Transportation supervisor. It is the bus driver's responsibility to report first to school administration and, if not available, to the Driver/Dispatcher the day before they return to work. Failure to do so can result in loss of pay for that day.

Section 9.5: Notice of Absence

Any employee who is absent from work due to illness shall state how many days they are going to be off. The day before they return to work, they shall notify the Transportation supervisor or Driver/Dispatcher of their return during working hours. Failure to do so can result in loss of pay for that day.

Section 9.6: Required Doctor's Release

Any employee off three or more consecutive days may be requested to have a release from the doctor before they can return to work.

Section 9.7: Upon Return from Leave

An employee returning from paid or unpaid sick leave of less than 18 weeks shall resume the route they had prior to their leave, per Sections 6.3 and 8.12.

ARTICLE X – GRIEVANCE PROCEDURES

Section 10.1: Grievance Definition/Steps 1-5

Should differences arise between the Board and the Union, or its members employed by the Board, as to the meaning and application of the provisions of this agreement, or should any local trouble of any kind arise between the Union and the Board, there shall be no stoppage of work by the employee covered hereby on account of such differences but an earnest effort shall be made to settle such difference immediately in the following manner:

Step1: Between the aggrieved employee, a committeeman and the supervisor, who must give an answer within two (2) working days.

Step 2: If the grievance is not settled in Step 1, within five (5) working days the employee or the employee's committee may file a grievance in writing on forms furnished by the Union, and present two (2) copies to the supervisor who shall have five (5) working days in which to reply in writing. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

Step 3: If the grievance is not settled in Step 2, the Grievance Committee may, within five (5) working days from receipt of the supervisor's answer then submit a copy of the grievance to the Superintendent. A meeting will then be held as soon as possible, but not later than (7)-working days, between the Board representatives and the Grievance Committee for the discussion of the grievance. The decision of the Board representative shall be made in writing within five (5) working days after the meeting.

Step 4: Should Step 3 fail, a meeting must be held between representatives of the national organization of the Union, the Grievance Committee, and School Board or their representatives. Such meeting shall be scheduled within five (5) working days from the Board's answer in Step 3 and the Board must give its answer within five (5) working days following such meeting.

Step 5: In the event the adjustment is not made and the dispute shall not have been satisfactorily settled, the matter shall then be referred within fifteen (15) working days from the Board's answer in Step 4 to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern with arbitration hearing. Neither party shall be permitted to insert in such arbitration proceeding any issue which had not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is in violation of the terms of this agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The costs of the arbitrator shall be borne equally by the School Board and the Union.

Section 10.2: Failure to Proceed

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

Section 10.3: Prompt Processing

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

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

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

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

Section 10.4: Grievance Committee Service

a. Super-Seniority: Four (4) committee members (Stewards) shall carry super-seniority (in the order of their seniority) as long as there is work they can perform and in which case they shall be the last employees to be laid off and the first to be returned unless they elect to resign. Super-seniority shall apply to layoff procedure only. Super-seniority shall not apply to summer work.

b. Alternates: Alternate committeemen shall be recognized when the regular committeemen is absent. Alternate committeemen shall not have the super-seniority a regular committeeman has as outlined in this selection.

c. Meeting Times: The Grievance Committee shall meet with management at such times as may be determined to be necessary and will not conflict with operations.

d. Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, Grievance Committee members must necessarily process grievances and attend grievance meetings during other than normal working hours.

e. Employee's Right to Committee Presence: Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of the President of the local and/or Unit Chairperson or a member of the Grievance Committee and such request shall not be denied.

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 11.1: Rules Established and Enforced

The employer has the right to establish reasonable and necessary rules and the right to enforce same through the Discipline Procedure. Rules will be posted on the bulletin board fourteen (14) days prior to their effective date and, upon request, discussed with or explained to the Union prior to implementation. The employees or the Union have the right to take up grievances regarding discipline matters.

Section 11.2: Just Cause

After completion of the probationary period, no employee shall be disciplined or discharged without just cause.

Section 11.3: Presence of Committee Person

An employee (or group of employees) who is called into the office for the purpose of investigating matters which could result in disciplinary action for such employee(s) may request the presence of a committee person, and such request will not be denied. Employees will not normally be disciplined in the presence of students or other school employees.

Section 11.4: Personnel File Review

a. A unit member has the right upon his/her own request to review the contents of his/her personnel file. The review will be conducted in the presence of the administrator, or his/her designee, responsible for the safekeeping of such file. The employee may have a committee person assist in said review. Such review shall be conducted at a mutually agreeable time. A copy of requested material will be provided.

b. 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.

Section 11.5: Discipline Procedure

The purpose of discipline will be to correct behavior and will be progressive in nature. The following shall be the Progressive Discipline Steps applicable to any combinations of violations:

Step 1: Written or Verbal Warning

Step 2: Written reprimand

Step 3: Two (2) day suspension with written notice

Step 4: Five (5) day suspension with written notice

Step 5: Discharge with written statement of just cause

Progressive discipline will be based on discipline recorded within the most recent twelve (12) month period for offenses involving steps one and two of the progressive discipline procedure and twenty-four (24) months for offenses involving steps three and above.

Discipline will be issued in a professional manner to maintain employee confidentiality.

It is recognized that certain offenses may require an immediate five (5) day suspension pending discharge. Included are:

a. Drinking and/or possession of intoxicants or illegal drugs while on the job or positive tests for drugs or alcohol shall result in immediate dismissal.

b. Theft

c. Flagrant Insubordination

d. Leaving job without permission causing students' lives to be endangered.

e. Recklessness resulting in serious accident to self or others while on duty.

Offenses listed are not intended to be all inclusive.

ARTICLE XII – MISCELLANEOUS

Section 12.1: Union Bulletin Boards

The Board shall provide bulletin boards for the Union's notices to its members which are of an informative nature to employees. Nothing contained in such notices shall be political or controversial so as not to reflect on the Board, School District, or its employees.

Section 12.2: International Union Visits

International representatives of the Union and the President of the Local Union shall be allowed to visit the yard during working hours provided the work schedule is not interrupted. The Board shall be advised in advance of each visit.

Section 12.3: Union Delegates

All delegates so designated by the Union to attend Union affairs shall be allowed time off to attend such affairs without pay provided notice is given in writing to the Supervisor of Transportation.

Section 12.4: Paid Physical and Licenses

The Board of Education agrees to pay for physical examinations, the CDL and required endorsements of drivers' licenses (2012 cost for these licenses is $70.00 and drivers must submit a receipt from the Secretary of State for reimbursement), road test, and classes required by the District to maintain said licenses and credentials. Employees shall receive their regular hourly rate for required classes. Reimbursement for such costs will occur one (1) year after the start date of employment.

All full time and substitute drivers shall receive their regular rate while attending classes that extended beyond the six (6) or two (2) hour referenced above, or while attending classes held in the summer.

Section 12.5: Guarantee of Days

a. The Board guarantees that all routes shall be scheduled a number of hours equal to the instructional hours required by law.

b. Pay for Act of God Days: All drivers, full time or substitute, shall be paid for Act of God days when buses do not travel, provided they are scheduled, in advance, to work that day, and the State does not require the day to be made up.

c. The driver (full time or substitute) who actually drives on a make-up day shall receive the pay for that day regardless of prior schedule.

d. Split Schedule or Over 210-Day Year: In the event the school year should become more than two hundred ten (210) days, or should the Board schedule split sessions, the Board agrees to meet with the Union as soon as possible, but in no event later than fifteen (15) calendar days from said announcement to discuss with the drivers the method of assignment of bus drivers to the changed runs.

Section 12.6: Excluded Employee Not to Work

Employees excluded from the bargaining unit shall not perform work normally covered by the agreement except for the following reasons: 1) emergency, 2) instruction of employees, 3) the following exceptions shall be permitted: one vocational trade bus will be allowed for transporting vocational trade classes. It is understood that all drivers of school buses used by the bargaining unit must be certified.

Any event to which students are being transported by a primary bus must be driven by a unit driver. When two events are scheduled for the same day in the same geographic area and the time frame can be worked out, a primary bus shall be used for both events. Any school employee not in the bargaining unit may transport students to specific events when numbers of students do not warrant the use of a primary bus.

Section 12.7: Emergency Phone Calls

Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for emergency use of the telephone by the employees shall be made available at no cost, except in the case of where the employee would make a toll call. Facilities will be made available for direct dial telephones when emergencies exist.

Section 12.8: Credit Union Deductions

On proper authorization from employees who so wish, the Board shall deduct from the employee's pay the amount designated to it by the employee and remit the same to proper offices of the credit unit.

Section 12.9: Vehicles Not in Unit Work

Vehicles and their drivers, not in regular bus fleet, are not covered by the terms and conditions of the agreement.

Section 12.10: Printing of Agreement

The Board agrees that it will split the cost of having this agreement printed and distributed to the Union.

Section 12.11: Cell Phones

The use of personal cell phones while driving the bus or loading and unloading children is strictly prohibited. The authorized use of personal cell phones for emergency purposes is only allowed after the bus has been stopped and properly secured.

Section 12.12: Transportation Coordinator / Dispatcher

The Temporary fill-in Transportation Coordinator/Dispatcher shall be a bargaining unit position, to be filled at the district's discretion from bargaining unit

employees. Bargaining unit employees expressing an interest in the position shall be given first consideration. Qualifications as determined by the District, shall be the sole criteria in selecting the Temporary fill-in Transportation Coordinator/Dispatcher and will be based on seniority/ability, a minimum of ten years of employment with the Bangor Township Schools Transportation Department, and will include a sixty (60) working-day trial period of which thirty (30) of those days will be instructional. The position shall include supervisory responsibilities (on a group leader basis) along with any other duties assigned by the District. The Transportation Coordinator/Dispatcher shall be able to perform all of the duties of employees within the bargaining unit, including driving. Bargaining unit members who are employed in this position shall additionally be subject to the terms and conditions of the Steelworkers Local Union 7380 contract.

The Transportation Coordinator/Dispatcher shall be a forty-six (46) week, full time position with a guaranteed eight (8) hour per day. Five weeks (25 days) of non-work time should be scheduled between mid-June and mid-August when school is not in session. Five (5) days of paid vacation can be scheduled at any time, including instructional days, with the approval of the Transportation Supervisor.

The Transportation Coordinator/Dispatcher shall be paid an additional $1.00 per hour above his/her regular driver hourly rate of pay. The Transportation Coordinator/Dispatcher shall receive 7 paid holidays and Christmas Eve, and two paid in-service days. Also, according to Section 4.3 of the Master Agreement "all weekdays between Christmas and New Year's Day shall be paid holidays, in no event shall this be less than five (5) paid days." Additional work days may be requested by the supervisor.

The Board of Education will also pay the cost of one of the following options:

1. Full-Family Health

   or

2. Single-Family Health

   or

3. Annuity in the amount of $150 per month for twelve (12) months.

Section 12.13: Invalid Provisions

In the event that any of the provisions of this agreement shall be, or become, invalid or unenforceable by reason of any federal or state law now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of the agreement.

All sections of the Agreement covered by PA 53 of 2012 will remain in the Agreement and active or inactive as the case may be, pending further injunctive relief or the final outcome of the ongoing legal challenge to PA 53 of 1012 in the courts. In the event it is required, the parties agree to reopen the Agreement for the purpose of revising any language affected by PA 53 at the conclusion of the legal challenge.

ARTICLE XIII – SAFETY AND HEALTH

Section 13.1: General Duty Clause

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

Section 13.2: Joint Safety and Health Committee

A safety and health committee shall be established by the Union. The Union shall appoint at least two (2) members for such committee. This committee shall meet twice yearly with the Superintendent to discuss health and safety conditions.

Section 13.3: Workers' Compensation and Sick Leave

No employee shall receive Workers' Compensation benefits and sick benefits simultaneously.

Section 13.4: Pay on the Day of Injury

When an employee is involved in an occupational accident or sickness covered by the Workers' Compensation Act, on the day of such injury, the Board shall furnish transportation to the doctor's office or hospital for such injured employee. In addition, such injured employee shall be paid for any time lost from work on the day of the injury. The Board reserves the right to require further examination of the employee by a doctor of the Board's own choosing and at the Board's expense.

Section 13.5: Occupational Accident Treatment

Employees involved in an occupational accident or sickness shall be treated by a doctor of their own choosing.

Section 13.6: Occupational Disabilities

In the event an employee sustains occupational disability and becomes handicapped as a result thereof, an effort will be made by the Board to provide such handicapped employee suitable employment as is available.

Section 13.7: In-service

Before June 1, the Union and the District shall mutually agree on the topics for In-service for the following year.

ARTICLE XIV - CHARTER RUNS, EXTRA RUNS, ATHLETIC RUNS, AND ALL EDUCATION RUNS

Section 14.1: Full time and Substitutes on extra run board

At the beginning of each school year the Supervisor or his designee shall post a special trip sheet for employees to voluntarily sign.

In addition to the above, the Board will maintain the extra run board as it has been done previously.

Section 14.2: Removal from board

Drivers who refuse three (3) consecutive calls shall be removed from extra run board for that school year.

Section 14.3: Extra run board

An extra run board in the order of seniority shall be maintained at the Transportation Office, so that all employees may observe the posting. Postings shall be made daily and the Board agrees to take immediate action to correct any inequities through the scheduling of future trips. Trips leaving any time of day, but returning after the normal workday will be classified as an extra run.

Out of District runs will be assigned accordingly to Bangor bus drivers who have signed the fill-in and extra run boards. For runs outside of Bay County, transporting 11 students or more, the district will make transportation to events available, using Bangor busses and drivers, unless sufficient numbers of parents (and/or students when legal to do so) agree to transport students to and from the event. When not using Bangor busses and drivers, the district will verify that sufficient parents have signed up and will be transporting the students, and upon request, will provide such verification to the Union. The final decision on use or non-use of Bangor busses and drivers will rest with the district.

The above criteria will apply to both weekday and weekend runs. Any trips for which a group (athletic boosters etc.), raises funds to transport students using a chartered bus will be exempt from the above criteria and not subject to the grievance procedure of this agreement.

Section 14.4: Committee Board Review

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

Section 14.5: Required extra runs

The Board shall have the right to require employees to work a reasonable amount of extra runs provided, however, that any senior employee may refuse to work extra runs. If no employees desire to work an extra run, the employees qualified to do the work and having the least seniority shall be required to perform same.

Section 14.6: Probationary Working extra runs

Probationary employees shall not be allowed to work extra runs until he or she has completed the 60 day probationary period.

Section 14.7: Recording Trips

All extra runs worked or refused shall be recorded on the extra run board. Example: (R) Refused; (S) Sick; (E) Excused.

Section 14.8: Notification of Trips

Employees will be notified of extra runs at least twenty-four (24) hours in advance, when possible. Any extra run needing coverage after the P.M. runs starts, on that day, will be assigned to the first available extra run driver. Notice of extra runs will be posted on bulletin boards in the drivers' lounge.

Section 14.9: Trip Refusal

All extra runs refused shall be recorded as though worked and sickness shall be recorded also as though worked. All refusals must be called in before 12:00 noon on the day of the run. Any driver refusing an overnight run (done on a voluntary basis) will not be charged on the extra run board.

Last minute runs that are not known prior to the days regular runs will be assigned to first available extra run driver. Anyone refusing these runs will not be charged on the extra run board.

Section 14.10: Charging Highest Hours

Probationary employees may file an application for extra runs after sixty (60) working days of their employment and they shall be identified appropriately on the extra run board.

When an employee becomes eligible for extra runs in accordance with the agreement he shall be charged with the highest number of hours appearing on the board for any driver on the day he becomes eligible.

Section 14.11: Posting Paid Hours

Posting of extra runs hours shall be for actual hours paid and shall reflect any overtime payment.

Section 14.12: Meal and Lodging Allowance

Employees required to be out of the school district on extra runs and fill-in runs in excess of five (5)hours shall be have the following stipend added to their pay upon receipt of weekly time sheets:

Breakfast	$8.50
Noon Lunch	$12.50
Evening Dinner	$18.50

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

Section 14.13: Turning in Run Time and Allowance

All hours, mileage, food cost and lodging for any extra runs shall be turned in to the Transportation Supervisor or his / her designee before the a.m. set of runs the next working day in person or by telephone when necessary.

Section 14.14: Fill-in Runs – Extra Run

a. Employees may not trade extra runs.

b. Fill-in runs may be exchanged WITH OTHER FILL-IN DRIVERS ONLY.

Note: Extra runs, athletic runs, and all education runs are referred to as extra runs in this Article XIV.

c. All fill-in runs will be assigned to a driver without a kindergarten**,** noontime or pre-school run**.** A fill-in run is defined as a run that takes place after the a.m. run and before the p.m. run. All fill-in runs shall be placed and assigned by a rotating board on the basis of seniority.

d. All other runs will be assigned to extra run drivers except runs of short duration in the a.m. and p.m. starting or ending before elementary time. These shall be offered first to a short-time driver by rotation, then to a sub-driver.

e. Any runs on non-instructional days (including winter and spring breaks) will be filled by the Extra Run Board and acceptance or refusals will be charged.

Section 14.15: Call to Work Pay

In the event a driver, either Full time or substitute, is called to work, they will be guaranteed a minimum of two (2) hours' work and/or pay or drive time whichever is greater.

Section 14.16: Extra Runs Against Guarantee

Actual hours worked for extra runs will be posted on the Extra Run Board.

There will be no time charge on the fill in run board.

Section 14.17: Conflicts with Regular Run

When a scheduled extra run for a Full time driver conflicts with their regular run, they will drop their morning or afternoon runs as necessary.

Section 14.18 Use of Charter Buses

To fully use and recognize the resources and donations made by individuals or groups outside the control of the school district and to clarify the bargaining unit member's right if or when a charter bus or buses are used, the parties agree that if district buses have traditionally been used, with the exceptions of regional and state competitions, then one (1) Bargaining Unit bus driver per charter bus will be paid the applicable hourly rate of pay.

ARTICLE XV – INSURANCE

Section 15.1 Eligibility

Those employees who were eligible for or had Health Care benefits in the 2016-2017 school year, including those listed on the letter of 9-15-2010 will continue to be eligible for Health Care benefits. All other employees will become eligible for health care benefits when they become full-time by virtue of bidding to a six (6) hour route.

[Note: Anyone who drops out of a six (6) hour run who is not covered by the 9-15-10 letter would forfeit benefits but the person replacing them would be eligible provided they meet any other eligibility requirements].

The Employer will offer Healthcare Coverage to those employees who are considered full time and/or work 30 hours or more per week.

Section 15.2: Option A

MESSA Choices II Health Insurance with Supersaver RX; OV/UC/ER co-pay $20/$25/$50; $500/$1000 in-network deductible. Dental 75/75/75 with $1,000 annual maximum. VSP 2 Vision; LTD 66 2/3%. The insurance package for each employee will be single subscriber only. The employee will be required to pay a portion of the annual premium in accordance with PA 152. The Board of Education will determine annually, by June 30, the method of such premium sharing in compliance with the Act.

Section 15.3: Option B

Those full time six (6) hour drivers electing not to participate in the single subscriber medical program will be provided with salary protection beginning with the eighth day (per MESSA's salary protection schedule or equivalent), Dental 75/75/75 with $1,000 annual maximum, VSP 2 vision.

Section 15.4: Option C

Any full time six (6) hour driver not electing Option A or B may choose a payment of $225.00 per month, to the School District annuity plan of his or her choice.

The amount of the cash payment received may be applied by the bargaining unit member to a district approved tax-deferred annuity program. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement. All costs relating to implementation and administration of benefits under this program shall be borne by the employer.

Section 15.5: Option D

Any drivers other than six (6) hour drivers will be able to elect the option to pay the premium in full for Pak B. Option C is not available to this group.

Section 15.6: Life Insurance

All full time six (6) hour drivers shall be provided with $20,000 of term life plus AD and D coverage as provided in the health or salary protection package and/or other combinations.

Section 15.7: Duration of Coverage

If a full-time driver or dispatcher is absent because of illness or off-the-job injury and notifies the employer of such absence, the employer shall continue to make the required payments to the group insurance plan for a period of four (4) months after the expiration of the employee's sick leave accumulation.

If an employee is injured on the job or contracts an illness deemed job related, the employer shall continue to make the required payments until the employee returns to work; however, such payments shall not be paid for a period of more than twelve (12) continuous months.

If an insured employee is laid off due to reduction of work force, the employer shall continue to provide insurance coverage for the balance of the month in which the layoff occurs plus one (1) additional month. The employee is responsible for additional premium payments to the employer no later than the first day of the month that the employee chooses to be covered by the insurance until such time that the employee is recalled to work. The employee may continue insurance coverage by personal premium payment for a period of up to three (3) years after layoff as provided for by federal law (COBRA).

ARTICLE XVI – GENERAL PROVISIONS

Section 16.1: Time Spent for Repairs

All necessary time spent by employees taking their bus to the garage for repairs, having tires repaired, etc., will be paid at the regular hourly rate.

Section 16.2: Subcontracting

Prior to the sub-contracting out of any or all work currently performed by members of Local 7380, the Board agrees to give the International and Local sixty (60) calendar days' notice prior to implementation of the Board's decision to sub-contract. During the sixty (60) day time period, the Board and the Union shall meet and negotiate the impact on the employees.

ARTICLE XVII – SUBSTITUTES

Section 17.1:

Subs are not allowed to alter or change a full-time driver's map or stops, unless directed by dispatcher. Subs shall inform full time driver of any changes.

The district will fill sub runs as needed based on seniority from regular subs that are available for the full day then by seniority from those available less than the full day, then by probationary employees.

Section 17.2

In the event that a substitute cannot be contacted and/or a message is left the next substitute on the list will be contacted after ten (10) minutes. The unavailable substitute would go to the bottom of the list for that day.

Section 17.3

In emergency situation when a driver is needed, the sub who gets the work shall be the first one who is contacted and available; the calling is done in the order of seniority.

Section 17.4: Holiday Pay Eligibility

Substitute drivers must work the day before and after to receive pay for the holiday. Should a substitute driver work routes with different hours the day before and the day after a holiday the holiday pay will be based on an average of the hours for those two (2) days.

Section 17.5: Minimum Hours Per Day

Substitute drivers shall receive a drivers regular guaranteed hours based on the route they are covering when they work a full day. Substitute drivers shall receive pay for actual hours worked for anything less than a full day. A full day shall be considered as a complete set of a.m. and p.m. runs regardless of the route the runs are worked on.

Section 17.6: Filling Temporary Vacancy

A temporary vacancy shall be filled for ten (10) working days from the list of available substitute drivers. After the first ten (10) day period, the vacancy shall be filled by the most senior substitute desiring the vacancy, who shall then remain in the position until the regular driver returns. The substitute shall enjoy the status of a full time driver except that they shall receive only those benefits granted to a substitute driver under the Labor Agreement.

Section 17.7: Sick Day Allowance/Accumulation/Use

The foregoing shall be credited to each employee at the start of each semester. Substitute drivers shall be allowed one (1) day sick leave for each fifteen (15) days' work but not to exceed twelve (12) per school year. The purpose of sick leave accumulation for substitute drivers is: a) to allow accumulation in the event of placement to full time driver status, and/or b) to allow accumulation in the event of termination in good standing of the substitute driver.

Section 17.8: Sick Day Allowance/Accumulation/Use

Substitute drivers who are filling a vacancy of a full time driver for a twenty (20) working day period or longer shall be entitled to use sick days while on such assignment, and shall not lose the opportunity to return to the assignment.

Section 17.9: Regular and Substitutes on Special Trip Board

All employees on the extra run board at the end of the school year are eligible for summer work BY SENIORITY until the bid meeting of the new school year.

Section 17.10:

Substitute drivers may apply on the 60th working day to work special trips. When an employee becomes eligible for special trips in accordance with the agreement he shall be charged with the highest number of hours appearing on the board for any driver on the day he applies.

ARTICLE XVIII – NEW AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School District and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XIX – LENGTH OF CONTRACT

The terms and conditions of this agreement are effective as of July 1, 2022 through June 30, 2026. These terms and conditions shall continue in full force and effect and be legally binding upon the parties hereto unless either party shall give a written notice to the other at least sixty (60) days prior to JUNE 30, 2026 of its desire to modify, amend or terminate this agreement, the same shall automatically be renewed under the same terms and conditions for a period of one year and so on from year to year with the exception of health insurance benefit levels which shall be negotiated yearly for the duration of the agreement and hourly wage which shall be opened for negotiation in 2026. It is mutually agree that this proposal is contingent upon legal review of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 13th day of June, 2022, effective July 1, 2022.

BANGOR TOWNSHIP
BOARD OF EDUCATION

_____
Matthew Schmidt, Superintendent

_____
Patrick Shaffer, Board President

UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC

_____
Thomas M. Conway, International President

_____
John E. Shinn, International Secretary-Treasurer

_____
David McCall, International VP, Administration

_____
Kevin Mapp, International VP, Human Affairs

_____
Donald E. Blatt, Director, District 1

_____
Eric Sweeney, Staff Representative, District 1

USW LOCAL UNION COMMITTEE
MEMBERS

_____

_____

_____

_____

APPENDIX A

SCHEDULE "A"
WAGE RATES AND CLASSIFICATIONS

Classification	Hourly Rate Effective			
	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Transportation Dispatcher:	$19.03	$19.66	$20.45	$21.27
Drivers, Full time, substitute and short time hired prior to September 6, 2005:				
	$18.03	$18.66	$19.41	$20.19

Drivers hired after September 6, 2005 will receive the following wage rates:

Subs will be paid the assigned route hours for the route they are driving (ex. 41/2 hour route will be paid 4 ½ hours, guaranteed 6 hour route will be paid 6 hours including fill in work).

a. Third year driver receives full rate of pay.

b. Second year driver $1.00 less per hour than full time.

c. First year driver $2.00 less per hour than full time.

d. Training pay (NON CDL) $2.00 less per hour than full time.

Payment Options Employees will be on the following payment:

a. Twenty one (21) Bi-Weekly pay periods.

The rates stipulated in this contract will not prevail in cases involving transportation and federal programs where the federal government has set a limit on the amount of monies which can be allotted to transportation of pupils.

Overnight trips: The employee will be paid for ten (10) hours per day at straight time or actual driving time, whichever is greater.

Educational Benefit

Each employee shall be entitled to two classes per year, not to exceed a total of $300.00 per year. Classes need to be related to jobs that are within the Bangor Township School District.

Bonus Payments

Lump sum bonus payments for each year of the Agreement are as follows:

Full-time Drivers	$400.00 at Spring Break
Short-time Drivers	$300.00 at Christmas
Substitutes	$100.00 at Christmas