MASTER AGREEMENT

BETWEEN

HARBOR BEACH BOARD OF EDUCATION

AND

HARBOR BEACH BUS DRIVERS ASSOCIATION

2025-2027

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AGREEMENT

This Agreement is entered between the Board of Education of the Harbor Beach Community School District, Harbor Beach, Michigan, hereinafter called the "Board" or the "Employer" and the Harbor Beach Bus Drivers Association, hereinafter called the "Association." This Agreement sets forth the hours, wages, and conditions of employment to be observed between the parties of this Contract in the Harbor Beach Community School District.

PURPOSE AND INTENT

It is the general purpose of this agreement to promote the mutual interests of the Board and employees (Transportation) and to provide for the operation of the Board's business under methods that will further to the fullest extent possible the safety of employees, economy, and efficiency of operation and avoidance of interruption of services.

WHEREAS, the Board under law has the responsibility of establishing policies for the district, and

WHEREAS, the Administrative Staff has the responsibility for carrying out the policies established, and

WHEREAS, the Parties to this agreement have the responsibility for providing services and conduct consistent with all policies established by the Board, and

WHEREAS, the Association employees have a responsibility for providing prompt and efficient services.

In consideration of the following mutual covenants, it is hereby agreed to follow:

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all Bus Drivers for the purpose of collective bargaining in respect to rates of pay, wages, benefits, and those specific conditions of employment set forth herein for the term of this contract. The Association will also submit a report of election of officers.

The term "employees" herein shall refer to those personnel both male and female employed as "School Bus Drivers." The term "Board" or "Employer" shall refer to the Board of Education, Superintendent, and other Central Office Administrators and all other supervisory personnel within the meaning of Act 379.

All employees covered under this agreement shall have the right to join the Association, but membership shall not be required as a condition of employment. Whenever the Board shall employ any new bus driver the superintendent will inform them that they have the option to become a member of the Association.

ARTICLE II
ASSOCIATION RIGHTS AND RESPONSIBILITIES

Association employees agree to uphold this agreement, policies, rules, regulations, and practices of the Board. Each employee accepts the responsibility for improving his skills and his relationships with his fellow employees and supervisors.

Duly authorized representatives of the Association shall be permitted to transact official association business on school property at any reasonable time that does not interfere with or interrupt normal school operation.

The Association shall have the right to use school facilities within established Board Policy for building use.

The Association agrees to supply all information which the Board requests to process any grievance or complaint.

The Association agrees to abide by policies as may be established by the Board in regard to employment practices including hiring, layoff, suspension, and discharge procedures for classified personnel.

ARTICLE III
RIGHTS OF THE BOARD

The Board on its own behalf of the electors of the school district hereby retains and reserves itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the School code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation the right to:

a. hire and contract with such duly qualified drivers as may be required;

b. the general care and custody of the schools and property of the district and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district;

c. establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;

d. make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the Public Schools of the Harbor Beach District;

e. determine the service, supplies, and equipment necessary to continue its operation and to determine methods and areas of distributing the above and establishing standards of operation, the areas, methods, and processes of carrying on the work.

The right of contracting work or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association, nor to discriminate against any of its members, nor shall it result in the reduction of the present work force, nor in the event of extension of service shall it be used to avoid the performance of work covered under this contract.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the agreement.

ARTICLE IV
FILLING OF POSITIONS

Vacancies and Transfers

When a vacancy in transportation shall occur, a written notice of such vacancy will be posted for a period of two (2) working days. Within one week following the two-day posting, a meeting of all drivers interested in bidding on vacancies will be scheduled. All transfers will be completed at this meeting. If a driver is unable to attend this meeting, they may request another driver to act as their Proxy. Vacancy will be filled utilizing the driver having seniority who signs for such a vacancy. Drivers will be allowed two complete changes for the school year. This would not preclude drivers adding to the number of runs. Until assigned, the Administration has the right to fill a vacancy on a temporary basis.

There shall be no bumping of runs. Drivers may elect to retain their runs year to year. The Board reserves the right to make any changes in routes, stops, length, and number of runs as necessary for the operation of the transportation system in order to meet the requirements and /or needs of the district.

Job Postings

The board will post all position openings relative to non-instructional personnel for seven days prior to filling. All non-instructional personnel who meet the defined qualifications for a particular position and submit the appropriate application materials will receive consideration for said position. The Board of Education and/or its designee will determine screening and selection procedures for all positions.

Seniority

New employees hired shall be considered probationary employees for one hundred eighty (180) runs. At the end of the probationary period, the employee will be entered on the seniority list with seniority beginning at the date of hire as full-time driver. The Association shall represent such employees in respect to wages and other conditions of employment set forth in this Agreement. Probationary employees whose job performance is unsatisfactory may be discharged, said discharge is not subject to the grievance procedure.

Layoff and Recall

The least senior employee will be laid off first. Recall will be in reverse order.

Classification of Drivers - defined for use in this contract

Probationary Driver:	Fully certified driver who is assigned to a regular scheduled run but has driven less than 180 runs.
Veteran Driver:	Must have completed 180 scheduled runs of successful driving plus any education courses required by State Rule or Regulations.

All advancements from one class to another are subject to approval of the administration. Driver record, driving ability, and student control shall be considered prior to advancement to a higher classification.

ARTICLE V
COMPLAINTS

If any bus driver is complained against by a parent or student by reason of disciplinary action or failure to follow rules and regulations, the following procedures will be followed:

1. Any serious complaint by a parent or student directed toward a driver shall be promptly called to the driver's attention.

2. If any complaint cannot be resolved, a closed meeting between parent or student, driver, representative of the driver if desired, and Transportation Supervisor will be held.

3. Failure to resolve the complaint at Step 2 will result in a closed meeting if requested in writing by the Driver or the Association with those named in Step 2, plus the Superintendent. At this meeting, if requested, the driver has the right to be represented by legal counsel of his choice at no expense to the District.

ARTICLE VI
DISCIPLINARY, DISCHARGE, AND DEMOTION

A. Dismissal, suspension, and/or other disciplinary action shall be only for just causes with employees having the right to defend themselves against any and all charges.

B. When the Transportation Supervisor feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence or of knowledge of said occurrence or the condition giving rise to the action.

C. Disciplinary action taken by the Transportation Supervisor shall be progressive in nature. The disciplinary action will include, but not be limited to, the following:

a. Oral reprimand for first offense or minor infraction;

b. Written reprimand placed in driver's file for second and more serious infraction;

c. Suspension without pay of up to ten (10) scheduled runs for infractions that said driver has made little or no attempt to correct;

d. Dismissal of driver who has not responded to other disciplinary action taken or for major infraction that has directly endangered students.

D. The Transportation Supervisor agrees to submit written notification of any discipline or discharge of a veteran driver upon request within three (3) working days from the date of such disciplinary action.

E. Major offenses as determined by the Board or the Board's representatives, may require the by-passing of the progressive procedure for employee discipline.

F. Probationary employees will not be entitled to the benefits of Article V. Probationary employees will not be entitled to the grievance procedure if dismissed.

Should said employees consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.

ARTICLE VII
GRIEVANCE AND PROCEDURE

A. Definition: A "Grievance" shall mean a complaint by an employee in the bargaining unit: (1) That there has been as to the employee a violation, misinterpretation or inequitable treatment of any of the provisions in this Agreement, or (2) that the employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employment. As used in the Article, the term "employee" shall also mean a group of employees having the same grievance.

B. Adjustment of Grievance: Grievance of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. Level One

The employee with a grievance must, within five (5) working days of the date of the occurrence or knowledge of the occurrence which gave rise to such grievance, discuss the matter with the Transportation Supervisor, either directly or through his association representative, with the object of resolving the matter informally. The Transportation Supervisor must be given a maximum of two (2) days to make his/her decision. Within five (5) working days of the grievance response, it may be referred to level two.

2. Level Two

In the event that the employee is not satisfied with the disposition of the grievance at level one, the grievance may be referred to the Superintendent for disposition. The Superintendent will have five (5) work days to respond to the grievance.

3. Level Three

In the event that the employee is not satisfied with the disposition of the grievance at level two, the grievance may be referred to the Board of Education within five (5) days of the grievance response at level two. The Board shall pass upon the grievance at the next regularly scheduled meeting. The Board may hold a hearing, thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe a procedure as it may deem appropriate for consideration of the grievance, to be done within four (4) weeks of the aforementioned Board meeting. The Board's decision will be final and binding to both parties of the contract.

C. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with full reimbursement for all compensation lost. If the employee shall have been found to have been improperly deprived of any compensation, the same or its equivalent in money shall be paid to them.

ARTICLE VIII
EXTRA TRIPS

A. An extra trip is a run outside of the parameters of the regular academic day. Extra trips apply to extracurricular activities and those functions that do not relate to the regular school day program. All extra trips outside the district will be paid for a minimum of 3.5 hours, at the regular hourly rate. All athletic trip minimums will be for a minimum of 3.5 hours, at the regular hourly rate.

B. No driver is to work more than 40 (forty) hours in a normal workweek.

C. Prior to the beginning of each semester, those drivers who want to drive extra trips (for the full school year) may do so by making an application to the Transportation

Supervisor. Exceptions would be those drivers who, because of hiring dates, do not have 180 runs made prior to the beginning of the semester.

D. Drivers who voluntarily wish to be removed from the extra trip roster must submit a letter requesting removal to the Transportation Supervisor. The effective date of removal will be ONE week after submitting the letter to the Transportation supervisor. The one-week period also applies to reinstatement.

E. When the Extra Trip Roster is exhausted, all other drivers will be asked beginning with most seniority to least seniority. This will be done on a rotation basis continuing on where left off from last trip. The least seniority driver must take an extra trip if all other drivers refuse.

F. Driver who is on sick leave the day of a scheduled trip is not eligible to drive an extra trip on that date.

G. Extra trip drivers will be allowed a maximum total of 35 minutes per trip to prep bus, clean bus, and fuel bus. These 35 minutes include being at the point of departure 10 minutes before scheduled departure time.

H. Drivers will complete trip reports by maintaining a record of the starting and ending odometer reading and are required to record times out and in. Trip drivers will turn in reports to the Transportation Supervisor with the time sheets, unless a problem occurs during the trip then the report should be given to the Transportation Supervisor the next working day.

I. In the event of severe weather, a driver having concerns regarding the advisability of taking a field trip will discuss the situation with the Transportation Supervisor.

J. Drivers will take their assigned bus on all trips unless the Transportation Supervisor or Mechanic assigns another vehicle.

K. Drivers will be paid for one hour when trips are canceled after their arrival time. This is not considered a trip on the roster, and the driver will be considered for the next available extra trip.

L. Expense money for FUEL, required admission, and miscellaneous expenses for extra trips may be secured in advance of the scheduled departure. The driver with an accurate and appropriate receipt must provide slips for expenses within 24 hours upon return.

M. Pay for overnight field trips will be computed as follows:

1. The driver will receive lodging and meals while at the field trip destination. If the group does not provide meals, the driver will be reimbursed with an accurate and appropriate receipt for meals at the meal rates set forth in the contract and upon submission of those receipts. If you get a meal free, no reimbursement will be given.

2. The driver will receive a minimum of eight hours pay for each day of the field trip. The driver shall be paid the time from departure to arrival, which includes actual driving time and stops for breaks.

3. The pay rate will be calculated by hourly rate times 1.25 (base rate multiplied by a 1.25 factor).

N. Shuttle Runs, Extra Trips: The bus is to remain at the site, unless authorized by the Transportation Supervisor, until departure with the students back to Harbor Beach.

O. A driver on a regular run who drives an extra duty run immediately following the regular run or prior to the regular run during the course of customary mealtime shall be permitted to submit a receipt for said meal. The amount allowed is defined in this agreement. Regular run is defined as Regular A.M. and P.M. runs. If you receive a meal free, no reimbursement will be allowed for that meal. To be reimbursed for any meal the extra duty trip shall occur during a customary mealtime from 7 a.m. to 8:30 a.m.; or from 11:30 a.m. to 1:00 p.m.; or from 5:30 p.m. to 7:00 p.m.

P. Meal Reimbursement Drivers required to be on extra trips will be reimbursed for meals at the following rate: With an accurate and appropriate receipt

Breakfast	$12.50
Lunch	$14.00
Dinner	$20.00

ARTICLE IX
LEAVES OF ABSENCE

Veteran drivers will have leave privileges as follows:

A. Sick Leave - Drivers will have leave with pay for illness of driver and immediate family at the following rate: 12 days or 24 runs per year. Sick leave may be accumulated to a maximum of 100 days or 200 runs. Drivers must notify the Transportation supervisor or designee at least one hour prior to starting of any trip if they are ill and unable to drive.

All unused days/runs in excess of 100 days or 200 runs at the end of the school year shall be paid to the employee by June 30th of each year at the rate of $30.00 per day or $15.00 per run. Maximum payment of $225.00

There will be no payout for unused sick days with the following one exception. Drivers who resign/ retire must give the Transportation Supervisor written notice as soon as possible. If the driver has worked for the district a minimum of (5) five years and provides written notice of resignation or retirement 90 days before the official requested last day of work he/she will be provided a pay out of up to 30 unused sick days or 60 unused runs will be given at a rate of $50 per day.

Doctor's slip may be required for payment of sick leave, any driver abusing sick leave privileges will be disciplined up to and including dismissal.

B. Personal Business Leave – The parties agree that there may be conditions or circumstances that may require driver absenteeism for reasons other than heretofore mentioned. Therefore, three (3) days or six (6) runs of annual sick leave will be granted for the purpose of conducting business that is impossible to transact during regular employee hours. It will not involve other business interests nor will it be used for shopping, recreation, etc. Drivers desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency, in such cases the driver will apply as soon as possible. This form must be filed with the Transportation Director or immediate supervisor. Leave shall not be granted for the first or last day of school year nor on the first working days preceding or following a vacation period or holiday.

C. Funeral Leave – Drivers will be allowed three (3) days or six (6) runs for immediate family funerals. Immediate family is defined as: fathers, mother, husbands, wives, sisters, brothers, individuals' children, father-in-law, mother-in-law, and grandparents.

D. Leave of Absence Without Pay – The Superintendent may grant leave without pay for funerals, personal business, and other emergencies. These leaves may run from one day to one school year.

The driver who requests and is granted emergency leave up to 15 school days (30 runs) will not lose seniority or run assignment.

The driver who requests and is granted an emergency leave for more than 15 school days (30 runs) will lose trip assignment, be placed at the bottom of the seniority list, and be kept at the same step on the salary schedule. The only exception will be a driver who has used their accumulated sick leave and requests a leave based on medical reason. This driver must furnish proof of disabling illness before emergency leave is granted and must provide a physician's statement that they are physically able to drive a school bus when returning. Upon returning they will be assigned to their former run.

E. Medical Leave and Maternity Leave – Medical leave and maternity leave will comply with the provisions of the districts' "Family Medical Leave Act"

F. Holiday Pay - Each driver will receive his/her regular daily rate of pay for the following:

Labor Day
Thanksgiving Day
Christmas Eve day
Christmas Day
New Year's Eve day
New Year's Day
Easter Day
Memorial Day

ARTICLE X
MISCELLANEOUS

Driver Education, License, Meetings, Physical Examination

When mandatory driver education is required either by law or at the direction of the Board, all drivers required to participate in said instruction will be compensated at the bus driver education rate. Compensation for bus driver education will be at the extra trip rate per hour and shall include time for travel if the location of training is other than Harbor Beach

New drivers will be reimbursed for their first CDL License after 6 months of employment with an accurate and appropriate receipt.

All drivers will receive once every four years $100.00 for renewal of driver's license (CDL with all required endorsements.) with an accurate and appropriate receipt.

Drivers who do not qualify for their CDL and cannot pass a medical exam will not be permitted to drive.

Bus Driver meetings will be held at the discretion of the Transportation Supervisor. All bus drivers are required to attend these meetings and shall be paid at the hourly rate. Employees shall be given three (3) working days' notice of the meeting. If shorter notice is given, attendance shall be voluntary. Increments may be paid in increments of one-half hour.

All new drivers are responsible for securing and passing a physical examination at board expense. Other drivers will comply with State laws and regulations. The physical examination and TB tests that are required are to be at the Board's expense. Required additional medical testing expenses resulting from the physical that are required for a drive to have completed to be cleared to drive will be reimbursed up to $500 with an accurate and appropriate receipt.

Student Discipline and or Health Concerns

Drivers are responsible to maintain discipline and control of students on their buses. Drivers shall follow the established policy and procedures as outlined in the Bus Driver Handbook.

If a specific disciplinary situation continues, the driver may request that a camera be placed on the bus. The administration has the right to place cameras on any bus and will attempt to notify the driver unless the driver is the focus of an investigation for alleged improper conduct. The Transportation Director shall determine the placement of all cameras and video equipment. Students identified, through the use of video monitoring equipment engaging in behavior that is inappropriate shall be referred to the appropriate pupil personnel administrator and shall be processed in accordance with the procedures outlined in the student handbook.

Drivers will be notified, if deemed necessary, by the Board or its designee, of any student who is medicated, medically fragile or because of a medical condition may require the

driver's assistance during the course of the run. The Board will act in accordance with HIPPA guidelines and will protect the individual's privacy according to the law.

Servicing the Bus

Drivers and the mechanic are responsible for daily checks of those items required by law and good maintenance procedure prior to leaving the bus lot. Items checked by the driver and items checked by the mechanic will be outlined by procedures in the Bus Driver Handbook.

If the driver discovers that prior to a regular run, the bus does not meet acceptable safety standards, the problem will be reported to the Bus Mechanic who will provide another bus or make the necessary repairs

Mechanical Breakdown

Bus drivers will be paid their run time whenever their bus breaks down. Time in addition to their normal run time needed to be with the bus during breakdown will be paid at the hourly rate over and above the run pay. The Transportation Supervisor will have final say as to the amount of additional time to be paid.

Bus drivers assigned to pick up the students from a disabled bus will be paid an hourly rate of pay for time over and above their normal run time. The Transportation Supervisor will have final say as to the amount of additional time paid.

Bus Cleaning

Drivers are responsible at all times for maintaining the exterior and interior of the bus. This includes sweeping and keeping glass clean on a daily basis. Drivers using spare buses are expected to sweep down and generally leave interior and exterior in an operable condition. Buses taken on extra trips should be inspected and cleaned if necessary prior to the trip. If the bus mechanic has a helper available, the helper will assist in the cleaning.

Fueling of Buses

Each driver is responsible for keeping his/her bus properly fueled.

Inclement Weather Day

The first two Act of God Days not required to be made up will automatically be compensated at the regular daily rate with no deduction to the employee's sick bank.

Any act of God Days the district is required to make up, the employee will be compensated at their regular daily rate of pay.

Additional days that are not to be made up due to the Act of God Days, from the original school schedule, could be compensated at the regular daily rate of pay and deducted from the employee's sick bank upon written request of the employee. In the event that the

employee's sick bank becomes zero at any time during the contracted year, termination of employee may occur unless legitimate extenuating circumstances are established. Examples of potential extenuating circumstances could be, but are not limited to, extended illness such as cancer, or surgery etc.

Drivers will be paid their regular daily rate of pay on days that cannot be made up because of work stoppage by another bargaining unit.

When school is closed due to inclement weather or extra trips are canceled, drivers must be notified. When not notified, they will receive one-hour pay.

Drivers must provide school with phone numbers so that they may be reached at all times.

Definitions:

1. Regular AM and PM runs
    - Daily scheduled runs for the purpose of delivering students to school and to their homes.
2. Shuttle runs
    - Run at the request of Administration that does not occur on every scheduled school day.

ARTICLE XI
COMPENSATION AND INSURANCE

Compensation

All Regular Drivers will be compensated at an hourly wage rate as outlined in this agreement.

(2) Two-Hour Guarantee:

- Tasks to be completed during (2) two-hour guarantee:
- Pre-trip Check
- Post-trip Check
- Cleaning of bus – both internally and externally
- Fueling

In the event that two hours is not enough time to complete these tasks, said employee will contact the Transportation Supervisor to establish additional time.

Hourly Wage Rate Schedule

For the 2025-2026 School Year Bus Drivers will be paid a Flat Rate of $21.40 per hour for regular runs.

For the 2026-2027 School Year Bus Drivers will be paid a Flat Rate of $21.90 per hour for regular runs.

Health Insurance

All Drivers electing to take Health Insurance will be provided single-subscriber Premium Essentials through MESSA with the district paying a cap of $7,000. Vision and dental single-subscriber insurance will also be provided. Annuity - In lieu of insurance drivers will have an annuity contribution for the duration of this agreement $300.00 per month for 12 months paid to an annuity of their choice, added to their paychecks, or used to pay insurance premiums.

ARTICLE XII
DURATION OF AGREEMENT

July 1, 2025 to June 30, 2027

BOARD OF EDUCATION OF THE
HARBOR BEACH COMMUNITY SCHOOL DISTRICT

Dated: _____ By: _____

Its: Superintendent

HBCS Bus Drivers

Dated: _____ By: _____

By: _____

Its: Bus Driver Representatives