

**COLLECTIVE BARGAINING AGREEMENT**

between the  
Saginaw Township Board of Education  
and the  
SEIU Local 517M

**AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, between the Board of Education of the Saginaw Township Community Schools, hereinafter called the “Board” or the “Employer,” and the SEIU Local 517M, hereinafter called the “Union”.

**ARTICLE 1**

**RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and working conditions. Employees covered by this agreement include bus drivers and bus riders, but exclude the Transportation Supervisor, substitute bus drivers and riders, and all other supervisory personnel. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

**ARTICLE 2**

**BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing rights:
  - 1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees. The Parties agree that the employer does not control the off-duty activities of an employee. It is understood that there could be actions done by an employee off duty that have an impact on the employment relationship. The employer may react to those off duty actions of an employee that have an impact on the employment relationship.
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause, and to promote and transfer all such employees.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. This contract incorporates the parties' full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. No such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

### **ARTICLE 3**

#### **UNION RIGHTS**

- A. Employees shall be entitled to full rights and citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. Employees may choose to join and pay dues to the Union, or not join the union. No matter the choice, the Union is the exclusive representative of all employees covered by this collective bargaining agreement. Each choice has rights and responsibilities. The private and personal life of any Employee is not within appropriate concern or attention of the Board, unless such activities adversely affect the Employee's efficiency or performance. Employees covered by this agreement shall have the right to join or assist the union and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. Employees may also refrain from such activities and no one shall force or compel an employee to do any of the following:
  - 1. Become or remain a member of the union or otherwise affiliate with or financially support the union;
  - 2. Refrain from joining the union or otherwise affiliating with or financially supporting the union.
  - 3. Require support or payment to any third party an amount that is in lieu of union dues, fees assessments or other charges required of union members.
- B. Any Employee called into an office where discipline is contemplated, shall have the right to ask for Union representation. The employee shall be told prior to the meeting that the call to the office is disciplinary in nature. If the employee requests Union representation, the meeting shall be rescheduled to a time when the Union representative is present.

### **ARTICLE 4**

## ASSIGNMENT AND TRANSFER

- A. At least seven (7) calendar days prior to the first day students are scheduled to start attending classes for the school year, the driving and riding routes which have been established by the School District shall be offered and employees will be notified of the time and place for bid. All driving, riding, noon routes and summer runs will be bid separately by seniority.

All routes and any revisions thereto, shall be established within the School District's sole discretion.

- B. If any route becomes available after the October count day, the routes shall be posted on the bulletin board in the bus garage for five (5) working days. A route that increases by eighteen (18) minutes or 1 ½ hours per week for at least a three (3) week period shall be posted for bid. Only employees whose route shall increase by eighteen (18) minutes or 1 ½ hours per week shall be eligible to bid. Employees shall only be allowed to rebid in this fashion once per school year.
- C. A newly created transfer or shuttle shall be combined with an existing route in the most efficient manner possible. If that is not possible, it shall be offered to the most senior driver in the area and then assigned in the most efficient manner possible.
- D. If an employee's route is eliminated, taken by another employee or decreases by a minimum of eighteen (18) minutes (1-1/2 hours per week) over a period of three (3) consecutive weeks, the employee will be eligible for reassignment. To be reassigned when the route decreases, the employee must make a written request to the supervisor within 5 work days of eligibility. The employee will be re-assigned (bump) to a regular route held by the employee in the same classification with the least seniority and having a total run time closest to, but not exceeding the total run time lost. The displaced (bumped) employee will be re-assigned to the route formerly held by the employee who displaced him/her. The displaced (bumped) employee may subsequently displace a lower seniority employee subject to the above provisions, i.e., If the bumped employee's re-assigned route time is a decrease by a minimum of eighteen (18) minutes (1-1/2 hours per week), the employee will be reassigned in a similar manner.
- E. If, in the event of an emergency, a bus driver is used as a bus rider, the driver shall be paid regular driver wages.
- F. Each employee shall be required to perform a ten (10) minute paid pre-trip inspection prior to the beginning of each route. Drivers shall be required to perform a fifteen (15) minute paid pre-trip inspection prior to the beginning of each route for the months of December, January, and February.

- G. When the district is notified that an employee will be off for thirty (30) or more calendar days, his/her run shall be put up for bid for the duration of the absence. The most senior employee bidding on the run shall be awarded the work. That employee's run shall then be put up for bid. If that run is bid on by a regular employee, that driver's run (which would be the third vacancy) shall be assigned to a substitute driver. Noon runs will be assigned to the next senior available driver for the duration of the absence.
  
- H. Whenever the District determines that a rider has successfully completed the requirements as established by the District becomes a District driver, and such determination is made after annual bidding is completed, the new driver cannot immediately bump other regular drivers, but can bid on regular assignments that become available through the posting procedures. Riders who are promoted to the driver classification shall convert their rider's seniority, but shall forfeit all rider's seniority for all purposes under this agreement with the exception of layoff. A driver or a rider shall not work within another classification unless directed by the District in which case the higher rate of pay for actual work performed will be paid.

## **ARTICLE 5**

### **SENIORITY**

- A. New Employees shall be considered probationary employees until they have actually performed work, as a regular driver and not as a substitute driver, for ninety (90) working days. After completion of the ninety (90) working days, the Employee will be considered as a regular employee and seniority will start as of the first day worked as a regular driver.
  - 1. In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Union and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Union members so affected will be notified in writing of the date, place and time of the drawing.
  - 2. During the probationary period, the probationary employee may be discharged, laid off or otherwise dismissed at the sole discretion of the School District without any rights of recourse under this Agreement by either the employee or the Union.
  
- B. Seniority shall be granted either as a driver, or a rider, as of the first day worked after completion of the probationary period.

- C. When an Employee acquires seniority, his/her name shall be placed on the seniority list. The seniority list will show the names and job classification of all Employees entitled to seniority. The seniority list is set forth in Appendix A.
- D. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons:
  - 1. Resignation.
  - 2. Discharge.
  - 3. Absence from work for three (3) working days without notifying employer.
  - 4. Failure to return to work when recalled from lay off without just cause.
  - 5. Being laid off for two (2) years

### **LAY OFF AND RECALL**

- A. If the employer determines it is necessary to reduce the work force, such reduction shall take place on the basis of seniority in job classification. The employee having the least seniority in each classification shall be the first to be laid off. Employees shall be notified of impending layoff at least five (5) work days prior to the effective days of said layoff unless an emergency exists. Recall shall be on the basis of inverse order.
- B. If an employee is laid off in one of the classifications (driver or rider), and is presently qualified, as determined by the District, to perform the work of the other classification, he/she shall have the right to exercise seniority to bump the highest senior employee having less seniority than his/her own in that classification to avoid layoff.
- C. An employee who wishes to avoid layoff by exercising his/her right to bump, must give notice to the employer within the five (5) work day notice of impending layoff period after receipt of the notice.
- D. The district will make efforts to provide work as a substitute driver to laid off, regular drivers.

### **ARTICLE 7**

#### **EMERGENCY SCHOOL CLOSINGS**

- A. Should severe weather conditions exist and an employee is held over, the employee will be granted extra time at regular pay.
- B. Employees shall be paid in the following manner for days that school is scheduled to open, but is called off for reasons beyond the control of the employees, such as snow, sleet, mechanical problems in schools or buses:

1. Employees shall receive full pay for the first two (2) days canceled and exempt from make-up under the Michigan School Code, but shall be required to work, with pay, on any rescheduled days.
2. Employees who are called in to perform work during Emergency School Closings shall receive their regular hourly rate.

## **ARTICLE 8**

### **TRIP ASSIGNMENTS**

- A. All trip assignments (field trips, extra trips) shall be determined by the District, and shall be defined as any driving assignment other than a scheduled route. Trip assignment hours shall not be counted towards benefit eligibility.

Through the second Friday of the school year, Employees will be eligible to bid for those trips that do not interfere with their regular routes. During this time (through the second Friday), the Employer, in its sole discretion, may assign field trips to substitute drivers if there is not a sufficient number of Employees eligible to bid.

- B. No Employee's hours worked shall exceed forty (40) hours in a consecutive seven (7) day period. Drivers shall be guaranteed a minimum of two (2) hours driving time for each trip assignment, except no employee will be allowed to earn double pay for the same time period. If any driver selects a trip that would result in double pay, the driving time for the trip will be reduced by the amount of time that would result in double payment.

If during any consecutive two week period, regular drivers' routes are not covered, management reserves the right to temporarily suspend the awarding of field trips to regular drivers that take place during the time scheduled as the regular driver's route.

- C. Field trips shall be posted every week on Monday (or as soon as possible on holiday weeks) and are posted for three (3) work days. Employees shall make their selection from the list. Weekly bids shall occur every Wednesday at 9:00 a.m. for the following week on a rotating seniority basis.

The first field trip list of the school year shall be posted a minimum of five (5) days prior to the first day of school. Employees shall bid on the field trips based on seniority with the most senior employee making the first selection.

All bidding for the remainder of the year shall be based on a continued rotation of the seniority list. Each opportunity for bidding shall begin at the point on the list where the selection process left off at the previous opportunity to bid.

If additional trips become available prior to the next bidding opportunity, those trips are offered to the next employee on the list in rotating seniority order.

Each employee shall be permitted one time during a semester to have another employee make the selection on his/her behalf from the trip board when the employee's turn comes up and the employee is not available to make the selection. An employee who cannot attend the field trip selection meeting because he or she is on a driving assignment or on jury duty shall be allowed to have another employee make his or her selection and it will not count as the once per semester selection option.

- D. Once the driver accepts the trip assignment, the driver will be required to perform the duties. The Second time within a semester a driver cannot drive an assigned trip, the driver is disqualified from trip assignment eligibility until the following semester (drivers disqualified in the second semester are not eligible for summer trips:

Drivers who are unable to fill an extra trip assignment due to absence resulting from being on leave (paid or unpaid) shall have their position in the trip selection rotation maintained as if they accepted a trip. Trips not selected by drivers will be offered to substitutes. If trips still remain, regular drivers, if eligible, will be assigned trips based upon seniority. The least senior drivers being assigned first.

If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

- E. Down Time. Employees shall be paid the regular hourly rate for driving time, and the following hourly rate for down time:

2011-2012	\$11.62 per hour
2012-2013	\$11.62 per hour
2013-2014	wage re-opener

- F. Down time to be determined by the Supervisor. If a trip assignment lasts more than (1) day, the normal day will be considered 8-5 and the wages will be paid only for those hours. Total hours will be determined by the Transportation Supervisor. The driver will be paid for total number of hours on the trip assignment and shall be responsible for the bus at all times. Unless directed otherwise by the trip supervisor (e.g., the Coach, Advisor), the driver and bus will be required to stay at the site of the trip. The trip supervisor shall be identified and communicated to the driver in advance of the trip. For the purpose of driver's meals, the driver and bus may be away from the site for a period not to exceed one (1) hours per earned meal.
- G. Adequate arrangements shall be made with drivers for anticipated expenses such as parking fees, toll fees, additional gas, and hotel, motel accommodations, as well as unexpected expenses which may be incurred, such as repair bills. Drivers shall sign a

prepared voucher for funds and return any unused portion thereof and/or receipts for expenses incurred upon completion of trip assignment.

- H. Trips shall be considered as taking students to an activity and returning students from that activity. The employee may be required to report back to the bus garage in-between the two portions of the trip, drop-off and return, and shall not receive down-time pay when reporting back to the bus garage in-between the two portions of the trip.

## ARTICLE 9

### GRIEVANCE PROCEDURE

- A. Definition. A grievance shall mean a complaint by an employee in the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term “grievance” shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term “employee” may mean a group of employees having the same grievance.

- B. Grievance Procedure Steps

**Step 1, Discussion with Immediate Supervisor** The employee who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor (within ten (10) working days following the act or condition which is the basis of the employee’s grievance), who will attempt to resolve it with the employee.

**Step 2. Written Grievance to Immediate Supervisor.** If this fails to resolve the grievance, the employee shall submit the grievance in writing, within thirty (30) working days, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the employee may appear personally or may be represented by a Union representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

Within five (5) working days after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing.

**Step 3. Director of Human Resources.** If the grievance is not resolved at Step 2, within seven (7) working days of when the Step 2 answer was due, the union may submit the written grievance to the Director of Human Resources or his/her designee.

If the grievance is not appealed from the written answer within seven (7) working days after receipt of such answer, the Immediate Supervisor's decision will be final.

If no answer was given, the grievance shall be considered denied.

Within ten (10) working days of receipt of the written appeal, the Director of Human Resources, or a designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

Within ten (10) working days after the conference, or longer if mutually agreed to, the Director of Human Resources, or a designated representative, shall answer the grievance in writing. If the Director or his/her designee does not answer the grievance in writing within the time limits specified herein, the grievance shall be considered denied.

**Step 4. Arbitration.** If the grievance is not settled at Step 3 within ten (10) working days of the receipt of the Step 3 answer, or if no answer is received, within twenty (20) working days of when the answer was due, the grievance may be submitted to binding arbitration at the election of either party by written notice of the intent to arbitrate to the other party. The notice must clearly indicate the specific nature of the dispute to be arbitrated, including which grievance is to be arbitrated and the affected grievant(s). During the fourteen (14) working days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within eighteen (18) days thereafter, the party submitting the grievance will submit a demand to the Federal Mediation and Conciliation Service requesting a random panel. The parties will try to mutually agree to an arbitrator. Up to two additional random panels will be requested by the parties if no arbitrator is selected. Thereafter if an arbitrator has not been selected, the parties will jointly request that FMCS make a direct appointment of an arbitrator using priority ranking.

- C. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted

rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deduction) of clear and unambiguous written terms of this Agreement. The decision of the arbitrator made in accordance with the provisions of this agreement shall be final and binding upon all parties, including the employer, the union, and all employees. Unless otherwise agreed by the parties, the arbitrator will hear and decide issues of arbitrability prior to hearing the merits of the grievance. If the arbitrator finds the grievance arbitral, another hearing date will be selected when the arbitrator will then hear and decide the merits of the grievance. The parties may agree to have the arbitrator hear both the arbitrability and the merits of the case at the same hearing, with the arbitrator deciding arbitrability before considering the merits when making the decision.

- D. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.
- E. The fees and expenses of the third party impartial arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid for by the party incurring them.
- F. The term “days” when used in this Article shall mean work days or, during the summer months, days when the Administration office of the Board is open for business.
- G. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.
- H. A grievance involving three (3) or more employees may be filed as a class grievance. A class grievance must comply with the requirements of a written grievance listed in Step 2. Grievances filed as class grievances shall be initiated at Step 3 of the Grievance Procedure. The Director of Human Resources shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.
- I. All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.
- J. Any grievance not appealed at any Step of this procedure within the timelines shall be considered settled as answered in the previous step. If no answer was given, the grievance shall be considered denied.

## **ARTICLE 10**

### **SICK LEAVE**

- A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave is to protect employees when they become ill.
- B. Employees shall be credited with one (1) sick day per each month actually worked, not to exceed a total of nine (9) for any school year. Effective September 1, 2007, employees will be credited with nine (9) sick days for the school year.
- C. Employees who become regular employees after September 1 of a school year, will be credited with a pro-rated number of sick days based the portion of the school year remaining.
- D. If prior to the end of the students' school year, an employee is no longer employed under the terms of this agreement, then the employee's sick days granted that year will be adjusted in proportion to his time employed that year. The employer shall recover any overpayment from any money due the employee.
- E. Any sick days not used in one year, shall be accumulated to a total of 93 days
- F. Employees who qualify for sick pay shall receive this pay on their regular payday.
- G. Family and Medical Leave Act. Eligible Employees shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.
- H. Any Employee having exceeded their accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two (2) representatives of the Board of Education and two (2) representatives of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be majority decision of the Sick Leave Review Board.
- I. The Employer may require an Employee to substantiate any absence due to alleged illness exceeding three (3) work days through a doctor's statement.
- J. An employee, who has been disciplined for attendance abuse, may be required to provide a doctor's letter covering each absence.

- K. The Employer may require an Employee to be examined by the Employer's doctor to determine the Employee's fitness to work. Such examination shall be at the Employer's expense.
- L. An Employee who is absent from duty as a result of personal injury caused by accident, disease or assault upon him/her, arising out of, and in the course of his/her employment, has the option of drawing workers' compensation solely, or workers' compensation plus sick leave (combined payment not to exceed the Employee's regular daily rate). If the Employee chooses combined payment of sick leave and workers' compensation insurance, the days of sick leave drawn will be charged to the Employee's sick leave accumulation based on the Employee's regular hourly rate of pay.

## ARTICLE 11

### OTHER AUTHORIZED LEAVES

- A. Funeral Days. The Employee shall be allowed three (3) days of absence, and any additional days approved by the Administrator without loss of pay or sick leave to make arrangements and/or attend the appropriate service (e.g., funeral, memorial service) due to the death of a member of the immediate family. If additional days are needed, these days may be taken and will be charged to available personal days or be without pay as determined by the employee. Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the Employee's home. Proof of relationship and attendance may be required.
- B. The Employee shall be allowed one (1) day of absence, and any additional days approved by the Administrator, without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or spouse of his/her child
- C. Personal Days. Employees shall be allowed two (2) days in any school year, after they have completed one (1) year of service as a regular employee, for personal business which cannot normally be handled outside working hours, without loss of pay. Application for such absence must be made in writing stating the nature of the business to be conducted during such absences, and must be filed with the Supervisor of Transportation ten (10) days prior to the day if possible.
- D. Jury Duty. When serving on jury duty, the Employee shall be paid their regular daily rate of pay for hours they would have been scheduled to work. Any compensation received from the courts while serving on jury duty - cash, voucher or check - shall be returned to the Employer. Any compensation received from the courts in excess of Employee's normal daily rate shall be reimbursed by the Employer to the Employee. The Employee shall retain any compensation received from the Courts for mileage.

- E. Other Authorized Leaves. Leaves of absence without pay may be authorized by the Superintendent, or a designee. The leave of Absence shall not be granted for a period longer than one year, except by specific recommendation of the Employer.
- F. An employee may be granted up to ten days of leave without pay per school year, in a minimum of consecutive five-day increments, if there is a substitute employee available and willing to cover the absence.

## **ARTICLE 12**

### **HOLIDAYS**

- A. Employees shall be paid for the following holidays according to Section B below: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Good Friday and Memorial Day.
- B. In order to be eligible for holiday pay, an employee must work his or her last scheduled day before and first scheduled day after the holiday unless the employee's absence has been approved.

## **ARTICLE 13**

### **NO STRIKE CLAUSE**

The Union and the Board recognizes that strikes and other forms of work stoppages by Bus Drivers, Substitute Drivers and Riders are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with any provision of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

## **ARTICLE 14**

### **DISCIPLINE**

- A. No Employee shall be reprimanded, disciplined, or discharged without just cause. Any such reprimand, discipline or discharge shall be subject to the grievance procedure.

- B. All disciplinary action shall be placed in the employee personnel file.
  - 1. Each Employee shall have the right to review, upon request the contents of their own personnel file, excluding pre-employment data. Each employee may have a representative of the Union accompany them in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files.

**ARTICLE 15**  
**INSURANCE**

- A. Right to Select Carriers. Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. “Insurance companies” include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company.
- B. Non-Duplication of Benefits. There will be no duplication of District provided benefits (e.g. husband and wife both working for the District).
- C. Available Fringe Programs. Consistent with other provisions found within this Article, the District shall make available the following fringe benefits:

Type	Coverage
1. Dental Insurance	80% reasonable and customary charges Class I, II & III
2. Life Insurance	\$25,000.00
3. Hospitalization	Blue Cross/Blue Shield Community Blue Plan One, with stated in-network and out-of-network co-pays, 50% mental health & private nursing duty, \$10.00 generic / \$20.00 brand co-payment prescription drug plan, and semi-private hospital coverage.
4. Optical Care	80% reasonable and customary charges.
5. Long Term Disability	Available to employees whose average weekly hours (excluding field trips) equals 30 or more hours

- D. All bargaining unit employees who are regularly scheduled to perform actual work twenty (20) or more hours per week, excluding time spent on field trips, shall be eligible to receive pro-rated benefits according to the following schedule:

<b>AVERAGE WEEKLY HOURS WORKED</b>	<b>Percent of Premium Paid by District</b>
20 hours but less than 25	50%
25 hours but less than 30	62.5%
30 hours but less than 35	75%
35 hours but less than 40	87.5%
40 hours or more	100%

- E. Employees shall qualify for benefits based on the average weekly hours worked (excluding field trips). The hours shall be averaged and computed on the previous semester basis for the next semester (e.g. average hours worked for second semester of previous school year will be used to compute the percentage of premium to be paid the first semester of the next school year.)
- F. An employee who currently receives insured benefits as of August 1, 2000, and who would suffer a reduction of board paid benefits as a result of the implementation of the schedule in Section D above will be "grandfathered" as follows. Said employee will maintain his/her August 1, 2000, level of board paid benefits so long as the employee maintains the current number of daily runs. If an employee elects to bid on a lesser number of runs, the employee shall receive board paid benefits in accordance with the schedule in Section D above. For purposes of this section, the parties agree to include Lela Jane Gill and Judy Mureiko.
- G. Health Care Cost Sharing. For each year this contract is in effect, the Board agrees to pay one hundred ten percent (110%) over the prior year's Board-paid portion of the monthly premium cost for applicable coverage (single, double or family) for dental insurance and optical care, as provided in paragraph C above. The cap is applied to each individual insurance coverage, not all coverages combined. Any premium amounts in excess of one hundred ten percent (110%) of the prior year's Board-paid rates, and any health care insurance premium contributions, will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.
- H. Employees eligible to purchase a portion of the benefits provided in paragraph C, above, shall purchase the benefits through payroll deduction. The employee may elect to purchase the benefits on a pre-tax basis.
- I. Prior to ratification of this agreement, for the 2018-2019 School Year, for the Community Blue Plan, the employee paid monthly rates were:
- Single- \$199.92  
Two-Person-\$493.41  
Family- \$640.75

Without accounting for any requirements of Article 15, Paragraph G Health Care Cost Sharing, beginning the first premium month following ratification and thereafter, for the Community Blue Plan the employee paid monthly rates will be:

Single- \$66.00  
Two-person- \$172.00  
Family- \$239.00

If Additional employee contributions are required to remain compliant with the law (e.g., PA 152 of 2011), the parties will first review other possible options. Such review in no way limits the Employer's ability to make changes as allowed or required by PA 152 of 2011 and/or the Public Employment Relations Act, PA 336 of 1947 as amended.

- J. Employees will continue to be responsible to pay for any amount of the premium based on their work schedule as defined in Section D. of this Article.
- K. The employee paid portion of the premium rate participation includes the rider covering abortion benefits. When an employee attains the 100% paid level the premium rate for the abortion rider shall be paid by the employee through payroll deduction. This section only applies if required by law.
- L. Retirement. The Board of Education will pay, for each eligible employee, the percentage of wages required by the State into the Michigan Public Employees' Retirement System.

## **ARTICLE 16**

### **SALARY PROVISIONS**

A. Drivers:

2019 Ratification	\$ 15.28 per hour
Payroll period post ratification April 1019	\$ 15.50 per hour

Beginning drivers - fifty (50) cents per hour less for probationary period.

B. Riders:

April Ratification Wage	\$ 10.07 per hour
Payroll period post ratification	\$ 10.25 per hour

Probationary riders - fifty (50) cents per hour less for probationary period.

## **ARTICLE 17**

### **MISCELLANEOUS**

- A. Print contract at Board of Education expense.
- B. Issue Activity Passes
- C. The Employer shall pay the cost of medical examinations required by the State to maintain bus driver eligibility. Medical examinations shall be conducted by a physician chosen by the employer.
- D. The Employer shall pay \$65.00 towards the employee's CDL license. New employees shall receive these payments after one (1) year of active employment. The employer shall pay the cost of the "S" endorsement required of school bus drivers by the State of Michigan. If any additional endorsements are required of school bus drivers by the State of Michigan, the cost of the endorsement may be addressed during contract negotiations or during a wage reopener negotiations.
- E. The employer will provide training when warranted. Employees will be required to attend district provided training. Such training time will be paid.
- F. The parties shall negotiate over the cost of any new condition of employment required by the Employer before it is implemented.

**ARTICLE 18**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2020. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF EDUCATION  
SAGINAW TOWNSHIP COMMUNITY  
SCHOOLS

SEIU Local 517M

\_\_\_\_\_  
President

\_\_\_\_\_  
Labor Relations Specialist

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Secretary

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Steward

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Bargaining Team

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Bargaining Team

## **MEMORANDUM OF UNDERSTANDING**

The parties recognize that the transportation of children in a school bus is one of the most responsible and important functions of a school system. In view of this fact, it is imperative that employees be in the best physical and mental condition possible while carrying out this responsibility.







