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8/15/02

AGREEMENT

**Clio School Board of
Education**

and

**Clio Area Schools
Transportation Employees**

Clio Area Schools

Chapter .21

AFSCME - Council 25

1999 - 2002

TABLE OF CONTENTS

<u>Article Numeral</u>	<u>Contents</u>	<u>Page</u>
1	Recognition	1
2	Dues	1
3	Continuity of Operation	3
4	Board Rights	4
5	Grievance Procedure	5
6	Discipline and Discharge	10
7	Representation	12
8	Special Conference	12
9	Seniority	13
10	Run Selection-Run Vacancies-Run Changes-Transfers	14
11	Substituting	19
12	Field Trips	21
13	Reporting Time	23
14	Unpaid Leaves of Absence	23
15	Military Leave of Absence	25
16	Worker's Compensation Leave	27
17	Jury Duty	27
18	Child Care	28
19	General Conditions	29
20	Waiver Clause	33
21	Savings Clause	34
22	Wage Supplement for Bus Drivers	34
	Wage Supplement for Mechanics	39
23	Duration of Agreement	42

AGREEMENT

This Agreement is entered into this fifteenth day of August, 1999, between the Board of Education of the Clio Area School District, 18 fractional of Genesee and Saginaw Counties, hereinafter referred to as the "Board" and Local Union 1918, Chapter .21, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, (AFL-CIO), hereinafter referred to as the "Union". The Signatories shall be the sole parties to this Agreement.

ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining for the term of this Agreement of all Clio Area Transportation Employees employed by the Board: all bus drivers, mechanics and bus attendants employed by the Board but excluding all administrative, supervisory, certificated, professional, custodial, maintenance, food service, office clerical, substitute bus drivers and all others hired by the Board.

ARTICLE 2 UNION SECURITY & DUES CHECK-OFF

Section 1. It shall be condition of continued employment that all employees of the Board covered by this Agreement shall become and remain members of the Union on or before the sixtieth (60th) day following the effective date of this Agreement or pay to the Union an equivalent to the dues of the Union for the duration of this Agreement.

Section 2. Employees hired, rehired or reinstated into the bargaining unit after the effective date of this Agreement shall be required as a condition of employment to become and remain members of the Union on or before the sixtieth (60th) day following the beginning of their employment in the bargaining unit or pay to the Union on or before the sixtieth (60th) day of their employment an amount equivalent to the dues of the Union for the duration of this Agreement. Employees shall be deemed to be members in good standing of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues.

Section 3. An employee who shall tender the periodic dues or sum equivalent to dues, uniformly required as a condition of acquiring and retaining membership, shall be deemed to meet the condition of this Article.

Section 4. During the life of this Agreement and in accordance with the terms of the "Authorization for Payroll Deduction" form hereinafter set forth and to the extent the laws of the State of Michigan permit, the Board agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union or an amount equal to dues of Union membership from the pay of each employee who has executed an "Authorization for Payroll Deduction" form. An official dues check-off form will be exhibit #1 of this Agreement.

Section 5. Dues shall be deducted from the second pay of the month and shall be remitted to the treasurer of the Local Union within ten (10) days thereafter with a list of the employees

from whom dues have been deducted. The Union agrees to inform the Board of the name and address of the treasurer of the Local Union.

Section 6. The Board shall not be required to make any deductions for dues if the employee's pay is not sufficient to cover the amount in any pay period.

Section 7. The Union agrees to identify and save the Board harmless from any and all liability that may arise in consequence of application of this Article.

**ARTICLE 3
CONTINUITY OF OPERATION**

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

ARTICLE 4
BOARD RIGHTS

A. The Board, on its own behalf and on the behalf of the district, hereby retain and reserve unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States of America, including, but not without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provision of law determine their qualifications and the conditions for their dismissal or demotion, and to promote and transfer all such employees.
3. To determine bus schedules and routes, the hours of such schedules and routes, and the duties and responsibilities, and assignments of employees with respect thereto.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewithin shall be subject to the provisions of Public Act 379 of 1965 and the specific provision hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States of America.

ARTICLE 5
GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall mean complaint by an employee or the employer on the interpretation of a specific provision of this Agreement except that the term "grievance" shall not apply to any matter as to which method or review is prescribed by law.
2. As used in this Article, the term "employee" may mean a group of employees having the same grievance. The term "employer" in this Article shall mean any supervisor working for the Board of Education or any member of the Board of Education.
3. The primary purpose of the procedure set forth in this Article is to secure at the lowest possible level equitable solutions to the problem which may arise relative to the application or operation of this Agreement.
4. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained herein shall be constructed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.
 - a. The Board supply simplified grievance forms to the Union.
 - b. The Board will use written reprimands for formal reproof with a copy to the employee, and upon employee's request, an extra copy to the Union.
5. The following grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.

6. Failure of an aggrieved part to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.
7. The term "days" when used in this Article shall mean working days, exclusive of holidays, Saturdays, and Sundays.
8. All grievance meetings will be scheduled outside the normal working hours of the employee unless approved by the Board.

B. Procedure:

1. An employee having a grievance shall first discuss the matter informally, fully and frankly, with his/her immediate supervisor within five (5) days of when the employee became aware of the act or condition giving rise to the grievance.
2. If the grievance is not settled orally, it should be reduced to writing and presented to the employee's immediate supervisor within five (5) working days of the act or condition that caused the grievance, specifying the specific provision of the contract that was allegedly violated, the remedy requested, and signed by the aggrieved employee and/or Union representative if the employee so requests.
3. The employee's immediate supervisor will answer the grievance within five (5) working days from the date it was filed in writing unless extended by mutual agreement in writing.
4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.

5. If appealed, the grievance shall be presented to the Superintendent or his designated representative who will arrange for a conference with the employee and/or the Union representative in an attempt to settle the grievance.
6. Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to the parties.
7. The Superintendent or his designated representative shall answer such grievance in writing within five (5) working days from the date of the conference unless extended by mutual agreement in writing.
8. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) working days from the date of the decision by the Superintendent or his designated representative. The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.
9. Such grievance shall be placed on the Agenda of a regular Board meeting scheduled within a period of twenty (20) working days from the date or receipt of the appeal and the representatives of the Union shall be advised in writing as of the time and place of this meeting.
10. The Board or its designated representative shall answer such grievance in writing within five (5) working days from the date of conference unless extended by mutual agreement and the decision of the Board shall be final and binding.
11. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

12. a. If the grievance remains unresolved after the Board has rendered its decision, it may be submitted for binding arbitration if the request for submission to arbitration is delivered to the Board within ten (10) calendar days from the date of the Board's (or committee thereof) written decision. Within ten (10) days after the date of the written request for arbitration, the Board or its designated representative and the Union or its designated representative may agree upon a mutually acceptable arbitrator.

If the parties are unable to agree upon an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitrator Association, or the Federal Mediation and Coalition Service to submit a list of qualified arbitrators. The request to the American Arbitrator Association must be within 30 days after the expiration of the ten day period for the parties to mutually agree to an arbitrator. The arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

- b. (S)He shall have no power to establish salary scales or change any salary.
- c. (S)He shall have no power to rule on the termination of services or failure to re-employ any probationary appeal except for legal Union activities.
13. 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 terms actually found in the Agreement, or to determine disrupted facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall (s)he consider his/her 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 any decision which in practice or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice 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 deletion) of written terms of this Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable.

14. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether (s)he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, (s)he shall refer the case back to the parties without a recommendation on the matter.

15. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one grievance including its arbitrability at any one hearing, upon its merits.
16. The Arbitrators may make such investigation as they deem proper and may, at their option, hold a public hearing and examine all such witnesses and to make record of all such proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs, if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.
17. The fees and expenses of the Arbitrator shall be shared equally by the parties.
18. At the Arbitrator's level, neither party shall present any new defense/issue not previously raised.

**ARTICLE 6
DISCIPLINE AND DISCHARGE**

- A. The discipline, suspension, or discharge of any probationary employee, except for Union activity, shall not be covered by this Article and shall not be the subject of a grievance.
- B. The discharge or disciplined employee will be allowed to discuss their discharge or discipline with their steward and the Board will make available an area where they may do so before they are required to leave the property of the Board. The employees shall be on their own time during said discussion. Upon request, the Board or their designated representative will discuss the discharge or discipline with the employee and the steward.

- C. The Supervisor will make available an area where the employee may discuss the discipline, suspension or discharge with his/her steward/officer before (s)he is required to leave the premises, except for unusual circumstances.
- D. Upon request, the Supervisor will discuss the discipline, suspension or discharge with the employee and/or the steward/officer.
- E. If the employee feels that the discipline, suspension or discharge is improper, (s)he may file a grievance in accordance with the Grievance Procedure.
- F. In imposing discipline, suspension or discharge, the Board will follow the principle of progressive procedure; i.e., oral reprimand, written reprimand, suspension, discharge, except for those violations that justify immediate discharge such as, but not necessarily limited to, drinking intoxicating beverages on or in relation to his/her job, under the influence of alcohol or drugs, gross misconduct, revocation of license. Any such action may be made subject to the Grievance Procedure. (All discipline will be imposed even-handedly and without discrimination.)
 - Section 1. Reprimands will be retained for a period of twelve (12) months.
 - Section 2. All other discipline will be retained for a period of twenty-four (24) months.
 - Section 3. Employees shall be disciplined, suspended or discharged for just cause only.
- G. Disciplinary action will be presented to the employee in a manner which will be the least disruptive of normal school operations.

- H. In the interest of the safety of students and equipment, all bus drivers pledge that they will assume responsibility to promptly report all violations or other infractions of rules and regulations to the Transportation Supervisor and/or other administrator(s).

**ARTICLE 7
REPRESENTATION**

- A. The Union shall be represented by the committee of three (3) stewards and the Chapter Chairperson. The designated stewards and Chapter Chairperson shall represent all employees.
- B. Meetings between the representative of the Board and representatives defined in Paragraph "A" above shall be scheduled at a time and place to be mutually agreed upon.
- C. The Union will furnish the Board with names of its officers, stewards, and alternates and such changes as may occur from time in such personnel.

**ARTICLE VIII
SPECIAL CONFERENCE**

- A. Upon request of either party, special conferences for important matters shall be arranged at a mutually agreed upon time between the Union and the Employer. The conference shall pertain to the issues presented in writing prior to the meeting date.
- B. If the Employer requests a conference during an employee's regularly scheduled run, then the employee shall be paid for lost time.

- C. Meetings called by the Administration, at which attendance is required, the employees shall receive their regular rate of pay.

**ARTICLE 9
SENIORITY**

Employees hired by the Board will be considered as probationary employees until they have worked or received pay for ninety (90) working days. The date of hire by the Board shall be the employee's seniority date. In the event that employees' dates of hire are the same, the last four digits of their Social Security numbers shall determine their ranking on the seniority list (highest first, lowest last).

- B. When an employee acquires seniority, his/her name shall be placed on the appropriate classification seniority list. Up-to-date seniority lists will be made available to all employees for their inspection by posting where practical (bulletin board) or by a satisfactory equivalent method. A copy of an up-to-date seniority list shall be furnished to the Union two weeks prior to the start of each school year. All additions or deletions to the seniority list during the school year will be given to the Union. Employees will acquire seniority only in their job classification of driver, mechanic or attendant.
- C. Employee's seniority will continue and the employee shall hold all seniority rights except when (s)he voluntarily resigns or is discharged and the discharge is not reversed.
- D. In the event of a layoff or a reduction in the work force, probationary employees and substitute employees who are filling in for a regular employee on a leave of

absence shall be laid off prior to the layoff of any regular seniority employee, providing that the seniority employee is available and has the ability to perform the work required.

Recalls from layoff shall be in the reverse order of layoff, provided that the recalled employee has the ability to perform the work required and is available to perform the work required. An employee with more than two (2) years of seniority who is laid off for a period of time equal to his/her seniority shall lose all rights to recall and shall be terminated from employment. A laid off employee with less than two years of seniority shall retain his/her seniority for a maximum of two (2) years, at which time (s)he shall lose all rights to recall and shall be terminated from employment.

ARTICLE 10

RUN SELECTION - RUN VACANCIES - RUN CHANGES - TRANSFERS

- A. Prior to the start of each school year, following the signing of this Agreement, it shall be the responsibility of the Board to establish bus runs for the school year and assign these runs to time slots which shall be presented to the drivers at the special meeting at least one week prior to the start of the school year. The specific day will be established and drivers notified prior to the end of each school year. Drivers shall receive one hour's pay at regular rate for time spent on specific bid day.
- B. Drivers shall retain their runs from year to year. Runs shall be selected by the drivers in seniority order to become their package. The choice of runs is defined as:

High School (Drivers must select both morning and afternoon runs)

1. Morning pick-up
2. Afternoon take home

Special Education

Special education runs will be chosen as one whole package. A package of special education runs may exceed eight hours.

Skill Center

Skill Center runs will be determined by the number needed each year and will be placed in time slots.

Middle School (Drivers must select both morning and afternoon runs)

1. Morning pick up
2. Afternoon take home

Elementary (Drivers must select both morning and afternoon runs)

1. Morning pick up
2. Afternoon take home

Shuttles

A shuttle run is a run which takes students either to or from one school to another school for purposes of getting students to or from their educational program. All shuttles will be timed at .4.

Kindergartens

1. Kindergarten pick up (a.m.)
2. Kindergarten take home (p.m.)
3. Early Childhood program

Extra

Any runs, other than those listed above, that come up during the school year. Extra runs not to be retained from year to year.

Kindergarten runs will be rebid each year. A package of runs must be eight hours or less per day of driving times. A package of runs will not contain runs that have conflicts or do not provide adequate time to safely get from one run to another.

C. Process for bidding at run selection time, when a run(s) has been eliminated, split or combined will be:

1. If a driver has a run eliminated, the driver may bump the lowest seniority driver with a run in that time slot.
2. When a run has been split or combined, drivers will retain their runs according to seniority based on the majority of miles remaining at their selection time, or choose an open run. An open run will be determined by the Transportation Supervisor and the Union based on the majority of miles of the driver's runs from the previous year of those who quit, retire or drop a run. Open runs will be selected according to # 1 and # 2 above. Any runs that become open during the bidding process will be offered to drivers in seniority order on the bidding day. Drivers must be present during the bidding process to be eligible for any open runs.

D. If a driver, after utilizing all options, cannot come within one hour (less time) of his/her last year's package, (s)he may elect to bump the lowest seniority driver's package that contains as close to the amount of time as was lost.

E. The total driving time for each bus run shall be determined by averaging the driving time per run during the second and third weeks after the beginning of school. The driving time shall be computed from the time the bus driver leaves the Bus Service Center and returns to the Bus Service Center. In addition, seven (7) minutes shall be

added to each bus run for various responsibilities connected with the operation of buses and maintenance of buses. Wages shall be computed to the next highest one-tenth (0.1) of an hour. The transportation Supervisor is authorized to verify the accuracy of driving times for each bus run. When bus runs change more than two-tenths (0.2), the average driving time for that bus run shall be recomputed. During the first week of school, drivers shall be paid at actual time spent. Any new runs that are created during the school year shall be timed for five (5) days.

- F. If during the course of the school year a driver's regular runs are changed to the extent that the driver has lost one (1) hour or more per day, (s)he may bump the lowest seniority driver's run/runs to fill his/her package but the time may not exceed eight (8) hours per day. If regular runs are bumped, the driver must be able to do the morning and afternoon runs. If an "extra run" ends during the school year, no bumping to another run will be allowed. If a re-posting is necessary for an extra run because of change, the original driver has first choice. Any extra runs that become available during the school year shall be posted subject to Article 10, Section H. If reposting becomes necessary for an extra run because of time changes, only that portion of the run that changes shall be posted.

Breakdown of Hours into Tenths

<u>Minutes</u>	<u>to</u>	<u>Minutes</u>	<u>Count as</u>
0.5	6.9	1/10
7.0	12.9	2/10
13.0	18.9	3/10
19.0	24.9	4/10
25.0	30.9	5/10
31.0	36.9	6/10
37.0	42.9	7/10
43.0	48.9	8/10
49.0	54.9	9/10
55.0	60.4	1 hour

To establish run times, the driver shall record the minutes of the run for each day timed, add the minutes for all days timed, divide the total by number of days timed to get an average and then look at the chart above to convert the minutes to tenths of an hour for payroll purposes.

<u>Day</u>	<u>Minutes</u>
1	51
2	50
3	51
4	49
5	49
6	46
7	49
8	47
9	47
10	<u>47</u>
TOTAL	486 minutes + 10 = 48.6 or 8/10 of an hour

- G. If a driver is unable to attend the annual run selection meeting prior to the start of the school year, (s)he shall submit a written proxy to a Union Officer which shall permit the Union Officer to select a run or a package of runs for the absent driver. If a driver fails to attend the annual run selection meeting and fails to provide a Union Officer with a proxy, the absent driver shall be assigned a package of available runs by the Transportation Supervisor after all employees present have selected their runs and all other proxies have been processed. If a proxy is used, the proxy must set the map and will be paid one (1) hour for mapping.

- H. After the bidding of runs for the school year, any new runs that are created will be posted for three days and filled within three days, if possible. This includes any runs that became vacant due to registrations after the bidding period. If a run vacancy occurs between the bidding date and the opening of school, the three days of posting will begin on the first day of school for students.
- I. In filling "H" above, the senior employee who desires to fill the job shall be given first consideration for transfer or promotion providing (s)he is qualified to do the job.
- J. An employee may exercise his/her prerogative to refuse an unwarranted transfer without bias or loss of seniority, at no cost to the District.
- K. Every effort shall be expended to retain full-time drivers for all routes. However, if a driver is unable to work his/her full regular schedule, adjustments will be made, if possible, following a discussion of these adjustments between the Transportation Supervisor and the Union.
- L. Drivers shall not be allowed to drop portions of their regular time in an attempt to add additional run(s).

**ARTICLE 11
SUBSTITUTING**

- A. The Transportation Supervisor will assign substitutes when selecting substitutes for absences called in to him prior to the day on which a substitute is needed. The Supervisor will begin with the most senior driver on the list and proceed down the list in seniority order when a driver refuses to sub.

- B. When the Transportation Supervisor is notified by a driver prior to 7:00 a.m. that a substitute is needed on the same day as the absence, the Supervisor will utilize the sub list in seniority order for the filling of those runs. Any subbing assignments after 7:00 a.m. may be filled without regard to seniority.
- C. A daily sign-up sheet for subbing will be made available each morning for those drivers to indicate their availability to sub. The sheet must be signed by the drivers (no call-ins) and indicate: 1) their rank in seniority order, 2) what run/runs they are unable to do, and 3) a phone number at which they can be reached, if other than their home. Assignments for subbing will be given out in the order in which they were received. If a driver chooses not to sub on a particular run, that will be counted as a turn-down. After three (3) turn downs, the Transportation Supervisor will not use them in seniority order.
- D. When a driver gives written notification that s/he will be unable to drive for ten (10) or more consecutive days, the Supervisor will post the driver's runs for 24 hours. Drivers wishing to drop their scheduled runs, providing there is at least 0.2 per day of an hour more than their scheduled run, may do so providing the total driving time of all regular runs does not exceed eight (8) hours. Once a driver accepts to sub on an extended sub run, s/he shall remain on that run until the end of the school year or until the regular driver returns, whichever comes first. At this time only, may drivers bump a lower seniority driver on an extended sub run.
- E. Skill Center and special education drivers may substitute on days their programs are not scheduled. However, they may not bump a previously scheduled regular driver or a regular driver driving on a permanent sub run.

ARTICLE 12
EQUALIZATION OF FIELD TRIPS

- A. Field trips shall be equalized among the bargaining unit drivers. Field trip assignments shall be made based on a driver's accumulated field trip hours, with the driver with the lowest number of said hours given the first opportunity. All drivers shall begin with zero (0) hours at the start of each school year. New drivers hired after the start of the school year will be given high hours for field trips.
- B. A field trip is defined as any time students are transported by bus to an activity other than regular runs. Field trip hours shall be posted by 12:00 Noon each day, Monday through Friday. Any field trip tickets turned in prior to 10:00 a.m. Monday through Friday will be included on the day's hours posting. Field trips shall be assigned, according to hours, at 12:00 Noon on the day prior to the trip. Assignments for field trips on Saturday, Sunday, and Monday shall be made at 12:00 Noon on Friday. Field trips will be numbered when posted and will be assigned in numbered order for that day.
- C. If field trip tickets are cancelled, the following procedures shall apply:
1. One-half ($\frac{1}{2}$) hour's pay shall be granted if a field trip ticket is cancelled after the field trip ticket is issued providing the notice of cancellation is placed in the employee's mail box at the bus compound, or a notice is made with the driver at least one (1) hour prior to the scheduled field trip ticket. If less than one (1) hour's notice of cancellation is given, the employee shall receive two (2) hour's pay.

2. If a field trip is cancelled after the bus driver has left the school district, the employee shall receive pay for the actual hours worked or a minimum of two (2) hours, whichever is greater.
- D. Pay for field trips shall begin at the time designated on the field trip ticket. Field trip tickets are to be issued at noon on the preceding work day and with field trips occurring on Saturday, Sunday and Monday shall be made at 12:00 Noon on Friday. If a driver cancels after once accepting a trip ticket, (s)he shall be charged with the hours of the trip and the Administration shall have the right to select any replacement driver who shall not be charged with the hours of the trip. Any transfers of field trip tickets shall be by mutual agreement of the drivers involved and the Transportation Supervisor.
 - E. Credit cards shall be provided to bus drivers for extended trips at the discretion of the Transportation Supervisor.
 - F. All field trip tickets are to be returned to the Service Center office by 10:00 a.m. the morning after the completion of a field trip, excluding holidays which will be turned in the next work day and weekends which will be turned in on Monday. Drivers with unreturned field trip tickets shall not be eligible for field trips until the tickets are turned in. The bus supervisor will attach name of stand-by person. In the event the stand-by person is not available, the driver must call the bus supervisor; if not available, the business manager.

**ARTICLE 13
REPORTING TIME**

- A. The bus driver will assume the responsibility for starting up and warming up their bus prior to the start of their run.
- B. Employees will notify the Transportation Supervisor on those days they are unable to work. Prior to the start of each school year, employees will be provided with a written administrative directive that will include the time and telephone numbers they are to use to notify the Supervisor. The employee is to inform the Supervisor as to the reason for his/her absence. If the absence may extend beyond one day, the employee is to inform the Supervisor of the expected date of return. If an employee is absent from work due to illness for three or more days in succession, the employee must bring a doctor's statement.

**ARTICLE 14
UNPAID LEAVES OF ABSENCE**

- A. A leave of absence for illness may be granted without pay and/or fringe benefits for a period not to exceed one (1) year upon written application to the Assistant Superintendent accompanied by a statement from the employee's physician indicating the reason for the leave of absence and the anticipated date of return. Seniority shall accumulate during said leave up to a maximum of one (1) year.
- B. A leave of absence for personal reasons may be granted without pay and/or fringe benefits for a period not to exceed thirty (30) calendar days upon written application to the Transportation Supervisor accompanied by a statement from the employee

indicating the reason for the leave of absence. Seniority shall continue during this leave.

- C. A leave of absence for the purpose of engaging in study at an accredited college or university may be granted without pay and/or fringe benefits for a period not to exceed one (1) year upon written application to the Assistant Superintendent accompanied by a statement from the employee indicating the course of study and the college or university.
- D. A leave of absence for the purpose of serving in a full-time elected or appointed position with Council 25 or the International Union may be granted without pay and/or fringe benefits for a period not to exceed one (1) year upon written application to the Assistant Superintendent accompanied by a statement from Council 25 or the International Union certifying said election and/or appointment.
- E. A leave of absence for the purpose of serving in a full-time elected public office may be granted without pay and/or fringe benefits for a period not to exceed one (1) year upon written application to the Assistant Superintendent accompanied by a statement from the public body.
- F. The leaves of absence indicated in Paragraphs "A" through "E" above shall be subject to the following conditions:
 - 1. Seniority shall accumulate during the period of leave of absence indicated in Paragraphs "A" through "E".
 - 2. Any employee who does not report to work by the expiration date of the leave of absence will be considered to have voluntarily terminated employment with the Board.

3. The leave of absence may be extended with the approval of the Assistant Superintendent providing the employee submits a written request in advance of the expiration date.
4. All requests for leaves of absence and extensions thereto shall be in writing to the designated Supervisor and all responses to such requests shall be in writing to the employee.

**ARTICLE 15
MILITARY LEAVE OF ABSENCE**

- A. Employees inducted into the Armed Forces of the United States involuntarily shall upon completion of such service be reinstated to their former position or to a position of like seniority, status and pay, providing that the individual does not serve for more than four (4) years plus a one (1) year additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position or if (s)he is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job (s)he is qualified to perform. Applicants for re-employment must be made within ninety (90) days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.

- B. Employees who are members of a Reserve component in the military service and are called to active duty for the purpose of training shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties. Employees shall be paid the difference between all military compensation paid to the employee excluding travel allowance for a period of time and their regular wage for the same period of time not to exceed thirty (30) working days in any calendar year. To receive such payment, employees must present verification of monies received during this training. The Employer will provide fringe benefits for a period not to exceed ninety (90) days. Any additional time that an employee may be required to attend military meetings will not receive any benefits other than insurance coverage for additional time required to be taken under this section.
- C. An employee shall not lose seniority while on military leave and the period between his/her release from the service and his/her return to work.
- D. Employees who are called for a pre-induction physical for the Armed Services are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- E. Employees other than Reservists as outlined in Section "C" who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in subsection "C" above, continue to accrue benefits while on military leave.

**ARTICLE 16
SUPPLEMENTAL WORKER'S COMPENSATION LEAVE**

- A. Employees will be allowed to use sick leave to off-set the loss or difference between regular weekly earnings and amount received from Worker's Compensation. The rate of sick leave deduction shall be one-third (1/3) day for each day used.
- B. Seniority of an employee shall continue while absent because of an injury covered by Worker's Compensation benefits.
- C. When a driver is on a Worker's Compensation leave for over two (2) years, his/her runs will be posted as open runs on the annual run selection day. If the driver is able to return to work during a school year or at the next annual run selection day, (s)he may bump the runs of the lowest seniority drivers which will allow him/her to retain within .2 of an hour the driving time (s)he had at the time the leave started.

**ARTICLE 17
JURY DUTY**

A leave of absence may be granted to an employee called for jury duty. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty or court fee paid by the court (not including travel allowances or reimbursements of expenses) for each day on which the employee reports for or performs such duty on which (s)he otherwise would have been scheduled to work, providing the employee submits proof of such jury duty from the court. In the event that the employee is released from jury duty in time to report to work for all or a part of the regular shift, the employee is obligated to notify the Transportation

Supervisor of his/her availability to return to work. Seniority of an employee may continue while absent because of jury duty.

**ARTICLE 18
CHILD CARE LEAVE**

- A. An employee may apply for a child care leave of absence, in writing, to the Transportation Supervisor. The leave may be for up to twelve (12) months. Child care leave may be extended so the employee may return to work at the beginning of the next semester. Child care leave may be adjusted in the best interest of the school by mutual agreement. An employee adopting a child shall have the same consideration.
1. To qualify for a child care leave, an employee must have been continuously employed for ten (10) months prior to the beginning of such leave. Employees who work only during the normal school year are considered to be continuously employed.
 2. It will be the duty of an employee promptly to advise the Assistant Superintendent of any interrupted pregnancy or stillbirth suffered by her or the death of any child for whose birth a current leave of absence has been granted.
 3. In case of interrupted pregnancy, the child care leave of absence may be terminated after a lapse of six (6) weeks from such occurrence by joint resolution of the parties.

4. The leave of absence shall be without pay and/or fringe benefits and the seniority shall accumulate during said leave to a maximum of one (1) year.
- B. The employee will comply with the U.S. Family Leave Act of 1993 with regard to requests for unpaid leaves of absence submitted by eligible bargaining unit employees under this Act.

**ARTICLE 19
GENERAL CONDITIONS**

- A. A safety manual will be provided to all drivers who attend bus drivers in-service education programs.
- B. All bus drivers are responsible for the general upkeep and cleanliness of their buses and are responsible to report in writing necessary repairs and maintenance to the appropriate department. Buses may be used during emergencies; therefore, drivers are required to keep at least a half tank of gasoline on hand, a full first aid kit, and to be on call within reason at all times. The school administration reserves the right to use any bus at any time at its discretion.
- C. The responsible party, be it the School District (mechanical failures) or driver, is responsible for traffic violation.
- D. Drivers are not to exchange runs without approval of the Transportation Supervisor. This exchange shall be in writing and will state the length of the desired exchange. Under no circumstances will an exchange be allowed to extend past the current school year.

1. If either driver in the exchange wishes to terminate the exchange, these drivers will return to their originally bid runs.
 2. If either driver in the exchange retires, quits or is terminated, that driver's originally bid runs will be posted in accordance with Article 11-A.
- E. Efforts will be made to provide a suitable area near the bus compound for employees to lounge while waiting to start on their scheduled bus runs. The lounge area should be maintained by the Transportation Department at the direction of the Transportation Supervisor.
- F. Employees will be provided with suitable parking for their privately owned vehicles which shall be maintained at the direction of the Transportation Supervisor.
- G. The Board will attempt to have a mechanic on duty at all times during regular scheduled bus runs. Mechanical failures or other breakdowns of buses or callback for early dismissal shall be evaluated by the Transportation Supervisor and if it is found that a delay was created through no fault of the driver, the assigned driver shall be reimbursed for any delayed time in excess of one-half ($\frac{1}{2}$) hour at their regular straight-time rate.
- H. The Transportation Supervisor will be responsible for securing substitutes. Every substitute will return the bus to the bus compound in the same condition that (s)he received the bus.
- I. Employees will be paid at least every two (2) weeks that school is in operation providing there is proper two (2) weeks withholding. (No pay during Christmas vacation.) Furthermore, if paydays fall in a vacation week or on a holiday, the

employees will be paid the last working day before scheduled payday, if feasible. In addition, if school closing is caused by an Act of God on payday, every effort will be made to make the employee's paycheck available to them as soon as possible. Any driver leaving the employment of the Clio Area Schools will be paid to his/her termination date on the next regular payday.

- J. Paychecks shall show any overtime worked (field trips) and the employee's accumulated sick leave.
- K. The Board will have a bulletin board for employees, readily accessible to all drivers.
- L. Non-bargaining employees shall not be permitted to perform work within the unit except in the following types of situations:
 - 1. When an emergency arising out of an unforeseen circumstance calls for immediate action.
 - 2. The instruction or training of an employee.
 - 3. When no other drivers are available for regular bus runs or field trips.
- M. All employees required to hold a Michigan CDL driver's license must have a Michigan Department of Transportation (MDOT) physical exam prior to run selection each year. Employees who have their annual physical exams by a doctor designated by the Board will have the exam paid for by the District. Employees electing to have a physical exam by a doctor of their choice will be reimbursed up to a maximum of \$50. In order to receive reimbursement, the employee must submit the doctor's billing invoice along with the completed MDOT physical form. Drivers will lose all rights to bid at run selection time if the required MDOT

physical forms are not on file in the District. Drug screening will not be required for the annual physical.

- N. Forms will be supplied by the Board for listing known defect or damage of buses.
- O. If at any time when defrosters are not working on buses and the windshield must be scraped to remove frost while driving, employees will not be required to drive the bus in this condition or any unsafe condition as determined by the bus supervisor.
- P. The Clio Area Schools' bus drivers will reduce all unnecessary bus mileage and warm-ups.
- Q. A sign-up sheet for summer driving and attendant work shall be posted prior to the end of each school year. Employees who sign up for summer driving and attendant work shall be selected on the basis of their seniority.
- R. Emergency leaves for up to three (3) days shall be granted to all employees in case of death of a member of the immediate family. Immediate family shall include spouse, father, mother, child, step-child, sister, brother, father-in-law, mother-in-law, grandmother, grandfather or grandchild. Such leave shall be granted with no loss of pay to the employee and shall not be deducted from accumulated sick or vacation time. Bereavement leave can only be taken at time of death or memorial service.
- S. a. Video Cameras:

The employer reserves the right to utilize a photographic device (video camera) to monitor the behavior of students while riding on the school bus. However, said device shall not be utilized to evaluate or discipline bus drivers or attendants, except in extreme incidents.

b. Computer Mapping:

Upon implementation of computer mapping of school bus routes, if there is a discrepancy in the allotment of time between the computer time and the bus driver, it shall be resolved in the following manner: the affected school bus driver and the Transportation Supervisor shall review the data entered into the computer to arrive at said time. If the data appears correct but there still remains a dispute between the computer time and the school bus driver time, the Supervisor and the driver shall jointly run said route to arrive at the appropriate time allotment.

- T. Employees selected for random drug or alcohol testing will be reimbursed for all lost driving time or paid work time. If a selected employee goes for drug or alcohol testing on non-paid time, the employee will be reimbursed \$15.00.
- U. Emergency Field Trips - any field trip given to the Transportation Supervisor to be run within twenty-four (24) hours.
- V. If the holiday falls on Saturday or Sunday, the driver will be paid their Monday's rate of pay. If the holiday falls during the week, the driver will be paid that day's rate of pay.

**ARTICLE 20
WAIVER CLAUSE**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

**ARTICLE 21
SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other conditions and provisions shall continue in full force and in effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

**ARTICLE 22
WAGE SUPPLEMENT FOR BUS DRIVERS**

- A. When a regularly scheduled day of school is cancelled and the district does not receive a day of state aid revenue, drivers shall not be paid for runs cancelled on that day.
- B. The hourly rate as stipulated in "C" below includes the following with time for same to be determined by the Transportation Supervisor:
 - 1. Sweeping and keeping clean the inside of the bus.
 - 2. Keeping the rear of the bus clear every day to meet the requirements of the law.
 - 3. Gas and oil service of the bus.
- C. Wages for each run shall be computed to the next highest one-tenth (1/10) of an hour using the chart in Article 10, Paragraph "F".

	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
1. Regular Runs			
Zero (0) through 90 working days	\$10.00	\$10.00	\$10.00
After 90 working days	\$11.65	\$11.90	\$12.15
2. Field Trips	\$8.25	\$8.50	\$8.75
3. Skill/Special Education	\$11.05	\$11.30	\$11.55

The Board has the right to assign pick-up and delivery of mail, film strips, supplies and equipment to drivers assigned to Skill Center runs and such work is included in rate of pay for said drivers. All required Michigan School Bus Drivers Safety Education will be at the driver's hourly wage.

4. Buses are to be kept at the bus compound when not on runs, except with approval of Administration.
5. Any field trip that requires five (5) hours, but less than eight (8) hours, the driver shall be allowed a lunch allowance of five (\$5.00) dollars. If the driver's time is longer than eight (8) hours, (s)he shall receive an additional dinner allowance of seven (\$7.00) dollars. If the driver has to remain away from home overnight, his/her full lodging will be paid upon receipt of actual cost by the Transportation Supervisor. The above allowances shall not apply for league athletic games of a weekly nature.
6. Helping emergency runs will be at the driver's regular straight-time pay.
7. The Payroll department will furnish accumulative total in all categories of earnings and deductions upon request by the employee.

8. Sick Leave - On the first day of the school year, each driver covered by this Agreement shall receive ten (10) days which may accumulate from year to year. Two sick days may be used for personal business with the approval of the Transportation Supervisor. Business days may not be used before or following holidays or vacation. No employee will be compensated for more sick days than (s)he has earned during the current year. However, they shall be able to utilize any sick days accumulated. Any driver who works during the summer months will acquire one hour sick time for each twenty (20) hours worked.
9. Fifteen Thousand Dollars (\$15,000) Life Insurance, AD & D.
10. In order to receive pay for any holidays, the driver must work the scheduled workday prior to the holiday and the first scheduled workday following the holiday unless a doctor's slip is submitted. Paid holidays are Thanksgiving, the Friday after Thanksgiving, Memorial Day, Good Friday, Labor Day, Christmas Day and New Year's Day.
11.
 - a. All insurance for drivers and mechanics are subject to the terms of the carrier. In order to receive life insurance benefits, a driver must be scheduled for ten (10) hours of scheduled runs per week.
 - b. Short Term Disability Insurance - To be eligible for this benefit an employee must be assigned a twenty (20) hour work week. Field trips and subbing hours do not count toward the twenty (20) hour minimum. The employee must have ten (10) days in his/her sick leave bank to be

eligible for Board paid insurance. Eligibility is based on number of sick days available each semester (after days allocated by Board are added in). Employees may pay their own monthly premiums until such time as they are eligible for Board paid premiums. The following specifications will be included in the Short Term Disability Insurance Plan:

1. Insurance benefits will begin after fourteen (14) calendar days of disability, subject to approval of claim by insurance carrier.
 2. Benefits are 50% of regular pay up to a maximum of twenty-six (26) weeks.
- c. During each year of this Agreement, the Board will contribute the following amounts to a medical insurance premium pool:

1999-00	-	\$36,000
2000-01	-	\$37,000
2001-02	-	\$39,000

Each September, those drivers who are scheduled to drive five hours or more per day or whose bid package includes five or more runs are eligible for medical insurance premiums paid from the pool. The total number of drivers elected to take medical insurance will be divided into the yearly pool in order to establish the amount of money from the pool available to each driver and the amount of the monthly premium for the insurance will be paid by the driver. Premiums are due to the Business office on the

first day of each month. If any driver drops out during the first semester, the pool money available will be reallocated at the beginning of second semester.

1. The hospitalization insurance will be figured and divided among the drivers prior to any deduction for vision coverage. The remainder of the fund will be divided among those drivers needing the vision coverage. Those drivers subscribing to the spousal or family plans are expected to pay the difference between their portion and the total cost.
 2. Those drivers with five (5) or more scheduled hours per day that are not in need of the insurance pool money will receive \$55 per month for 1999-00, \$60 for 2000-01, and \$65 for 2001-02 (maximum 10 months per year) towards an annuity.
12. Those drivers who wish to work (either as an attendant, driver, substitute driver or attendant) or who want to drive field trips will be selected from summer sign-up sheets based on seniority. Drivers who drive summer field trips will not be charged for those hours when school begins.
13. When a bargaining unit member is assigned to assist in the training of a prospective driver, (s)he shall receive his/her regular hourly rate of pay for any training time outside of the driver's scheduled work day.
- For time spent training a prospective driver during a driver's normal work day, the driver shall receive \$2.00 per hour in addition to his/her regular hourly rate.

WAGE SUPPLEMENT FOR MECHANICS

1. Each mechanic will be provided with a choice of the following plans:

Plan A: Health MESSA Super Care I Specifications
(\$100 deductible, non-reimbursable)

Long Term Disability 70 %
\$5,000 maximum
90 calendar days
Freeze on offsets
Mental/Nervous, 2 year
3 month survivor benefit

Life Insurance \$25,000 AD & D
(includes the \$5,000 in health coverage)

Vision VSP-3

Delta Vision E 03 80/80/50:\$1,000

Plan B: For employees not needing health coverage

Long Term Disability same as above
Life Insurance \$25,000 AD & D
Vision same as above
Delta Dental same as above

\$175/month towards annuity program in 1996-97
\$180/month towards annuity program in 1997-98
\$185/month towards annuity program in 1998-99

2. Sick Leave: On the first day of July each mechanic will be credited with twelve (12) sick days. These days can accumulate from year to year. Two (2) of the twelve (12) sick days can be used for personal business each year with the approval of the Transportation Supervisor. No employee will be compensated for more than (s)he has earned during the current year. However, they shall be able to utilize any sick days accumulated.

3. Holidays: New Years, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas and New Year's Eve. In order to receive pay for holidays, a mechanic must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday unless a doctor's slip is submitted.

4. Vacations: After one (1) full year - two (2) weeks; after five (5) years - three (3) weeks; and after fifteen (15) years - four (4) weeks.

5. Wages:	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Zero (0) through 90 days	\$14.50	\$15.00	\$15.50
Ninety-one (91) days to 1 year	\$15.00	\$15.50	\$16.00
After one (1) year	\$15.50	\$16.00	\$16.50

During the school year, a shift premium of \$ 0.10 per hour will be paid to the mechanic working the last shift of the day, providing that shift begins after 1:00 p.m. Increase in wages will be based upon the seniority date of the employee.

6. Time and one-half (1/2) shall be paid for all hours in excess of eight (8) per day or forty (40) hours per week.

7. The Board shall furnish uniforms and cleaning of said uniforms at a rate of five (5) changes per week.

8. Mechanics must own a complete set of hand tools that meets the specification of the Board as determined by the Transportation Supervisor. The

Transportation Supervisor has the right to verify each employee's tool box. The Board will replace broken tools that are broken in the course of the employee working on school district equipment after the employee has submitted written verification that the tool company will not replace said tool. Broken tools replaced by the Board will become the property of the school district. The Board shall give each mechanic a tool allowance of:

1999-00	\$650.00
2000-01	\$700.00
2001-02	\$750.00

per year. Authorization for purchase of tools must be given by the Transportation Supervisor prior to purchase and a receipt for the tool must be presented for payment.

9. All insurance for drivers and mechanics are subject to the terms of the carrier and provide for self-funding. Mechanics will receive the same short term disability insurance as drivers.
10. Mechanics called in to work on non-scheduled time will receive a minimum of two (2) hour's pay.
11. Mechanics must have and maintain a valid Michigan Driver's License.

**ARTICLE 23
DURATION OF AGREEMENT**

This Agreement shall be effective as of August 15, 1999, and shall continue in effect until August 15, 2002. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated except by mutual agreement.

Local Union 1918, Chapter .21
Council 25, AFSCME

Clio Area School
Board of Education

BY _____
Staff Representative

BY _____
Its President

BY _____
Negotiating Team

BY _____
Its Secretary

BY _____
Negotiating Team

BY _____
Negotiating Team

BY _____
Negotiating Team