

CARMAN-AINSWORTH COMMUNITY SCHOOLS

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6/30/94

AGREEMENT

BETWEEN

CARMAN-AINSWORTH BUS DRIVERS ASSOCIATION

AND THE

CARMAN-AINSWORTH COMMUNITY SCHOOLS

BOARD OF EDUCATION

COVERING THE PERIOD BETWEEN

JULY 1, 1991 AND JUNE 30, 1994

Carman-Ainsworth Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

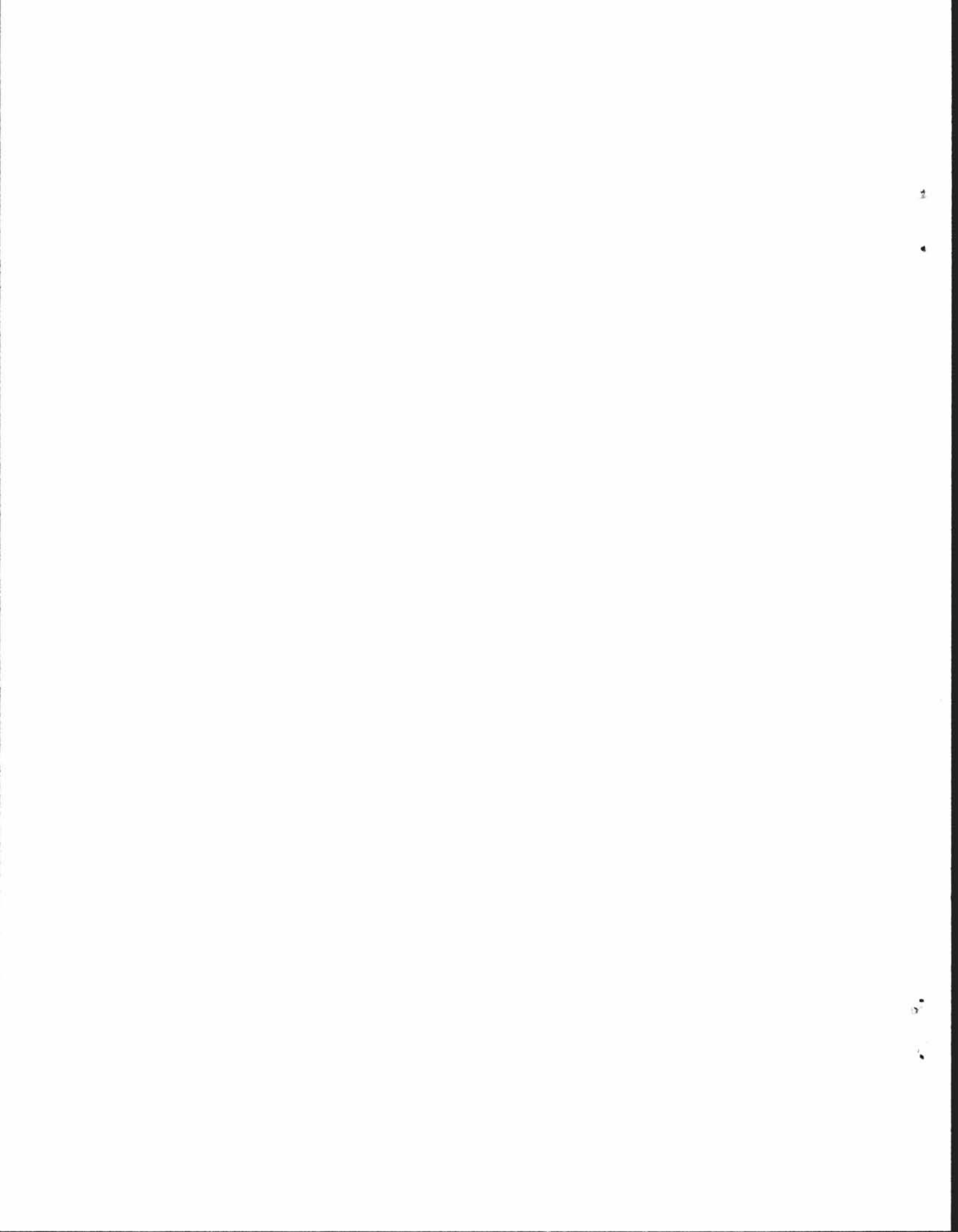


AN EQUAL OPPORTUNITY EMPLOYER

LABOR AND INDUSTRIAL
RELATIONS DEPARTMENT
Michigan State University

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ARTICLE I
RECOGNITION

- A. The Carman-Ainsworth Community Schools Board of Education hereinafter referred to as the Board hereby recognizes the Michigan Educational Support Personnel Association through its local affiliate, the Carman-Ainsworth Bus Drivers Association, hereinafter referred to as the Association, as the exclusive representative for school bus drivers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment relative to transporting children by school bus.
- B. For the purpose of this Agreement, the term 'employees' shall include all regular full and part time drivers and probationary drivers excluding substitutes and all other employees.
- C. For the purpose of this agreement, the categories of employees will be defined as follows:
- 1) Regular full time driver: A driver who has satisfactorily completed his/her probationary period, and who selects or is permanently assigned six or more runs per day or thirty runs per week, and who continues to drive these runs until the next selection period unless this run schedule is otherwise modified by the terms of this agreement. Drivers employed prior to July 1, 1991, driving four or more runs per day or twenty runs per week shall be considered regular full time drivers.
 - 2) Regular part time driver: A driver who has satisfactorily completed his/her probationary period, and who selects or is permanently assigned less than thirty runs per week, and who continues to drive these runs on a regular basis until the next selection period unless this run schedule is otherwise modified by the terms of this agreement.
 - 3) Probationary driver: A driver who is permanently assigned at least five runs per week and who must satisfactorily drive these runs for forty (40) consecutive working days.
 - 4) Substitute Driver: A driver who replaces a regular full time, a regular part time, or a probationary driver on a per diem basis, and who accrues no seniority or other benefits of this agreement.
- D. It is understood that the members of the Carman-Ainsworth Transportation unit in the above recognition clause have the responsibility for driving buses for district activities. These duties shall be assigned only to a person who is a current or new member of the bargaining unit represented by the union.

- E. Supervisory employees, teachers and coaches shall not be permitted to perform work within the bargaining unit, except in the following types of situations:
- 1) When an emergency arising out of an unforeseen circumstance calls for immediate action.
 - 2) When instructing or training of employees, including demonstrating the proper method(s) to accomplish the assigned tasks.
 - 3) When no regular, probationary or substitute drivers are available, other employees shall be permitted to drive buses.

ARTICLE II

ASSOCIATION RIGHTS

- A. The Board agrees to furnish the Association in response to reasonable requests, available and compiled information concerning the financial resources of the district, and such other information not restricted by law as will assist the Association.
- B. All employees who are covered by this Agreement shall be represented for the purposes of the grievance procedure and negotiations by a grievance committee and a bargaining committee to be chosen by the Association.
- C. Representatives of the Association may absent themselves from their assigned work whenever they are scheduled, by mutual agreement, during working hours, to participate in joint meetings, grievance hearings, or negotiations. They shall suffer no loss in pay and substitutes shall be provided if necessary.
- D. The names of Association officers and members of the grievance and negotiations committees shall be given in writing to the employer by July 1 of each year. Any change in representatives shall be reported to the employer in writing as far in advance as possible.
- E. Duly authorized representatives of the Association, if not employed by the employer, will be permitted to participate in joint meetings, grievance hearings, and negotiations as they relate to wages, hours and conditions of employment.
- F. Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bona-fide employee activities only. In no case shall advertising, obscene, or scurrilous printed or written matter be placed on any bulletin board.

- G. The Association may in accordance with Board policy and administrative regulations, use school buildings at reasonable hours to conduct Association business, provided that this shall not interfere with or interrupt normal school operations.
- H. No employee shall be discriminated against as to race, sex, creed, color, national origin, age, or marital status. However, such allegation shall not be subject to the grievance procedure beyond Level III.
- I. No driver shall be prevented from wearing insignia pins or identification of membership in the association either on or off school premises.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

The Board of Education reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by specific provisions of this Agreement including by way of illustration but not limitation the determination of policies, operations, assignments, schedules, discipline, layoff, reasonable rules and regulations, etc., for the orderly and efficient operation of the school district.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- B. A grievance is a claim by the Association or one or more members of the unit of improper application or interpretation of this Agreement specifying the part of the Agreement which is claimed to be violated.
- C. Level I:

Any employee having a specified grievance shall take the matter up with his or her immediate supervisor within seven (7) working days of the occurrence of the incident being grieved, who shall attempt to adjust the matter consistent with the terms of this Agreement.

Level II:

Grievances which are not settled at Level I shall be reduced to writing on the appropriate forms, signed by the aggrieved and delivered to and discussed with the administrator in charge of transportation within five (5) working days of the Level I meeting. The written grievance must contain the claimed violation of the Agreement and all pertinent contract citations. The administrator in charge of transportation shall write his/her disposition on the grievance form within five (5) working days.

Level III:

If the grievance is not adjusted by the above steps, within five (5) working days, the grievance committee shall file an appeal with the superintendent of schools or his/her designated representative, who shall hold a hearing within eight (8) working days in the attempt to adjust the matter. Both the Association and the employer shall have the right to request the presence of any necessary parties. The superintendent of schools or his/her designated representative shall render his/her written disposition of the grievance within five (5) working days.

Level IV:

If the grievance is not adjusted by any of the above steps, the grievance committee shall file an appeal with the Board of Education within five (5) working days of the receipt of the last disposition. The Board of Education shall meet with the grievance committee within fifteen (15) working days of the receipt of the written appeal of the superintendent's decision and shall render its decision within five (5) working days after the meeting.

Level V:

1) If the disposition of the grievance from the Board of Education is not satisfactory the Association may, within ten (10) working days, submit the grievance to an arbitrator. The arbitrator shall be selected according to the rules of the American Arbitration Association unless the parties otherwise agree to mutually select an arbitrator.

2) Any arbitrator selected by either of the methods described above shall have power only to rule on matters clearly specified in this agreement. S/he shall have no power to add to, subtract from or to modify any language contained in this agreement.

3) This decision of the arbitrator shall be final and binding upon both parties.

- 4) Should the arbitrator decide that s/he has no power to decide the dispute above s/he shall, as soon as practical, so notify the employer and the Association.
- 5) The fees and expenses only of the arbitrator shall be borne equally by both parties. Either party incurring incidental expenses ie., witness fees, etc., shall be individually and solely responsible for such expenses.

D. Representatives:

- 1) The employee may request Association representation.
- 2) With the proper notification to the Association, nothing herein contained shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.

E. Time Limits:

If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the employer.

F. Miscellaneous:

A grievance may be withdrawn without prejudice, record or precedent.

ARTICLE V

ASSOCIATION SECURITY

- A. All employees shall as a condition of employment be required to either pay a service fee equivalent to the dues and assessments of the Association, including the Michigan Educational Support Personnel Association, or join as a member of the Association.
- B. All employees as a condition of continued employment shall either:
 - 1) Sign and deliver to the Association within thirty (30) days of commencement of employment a membership form authorizing payroll of the dues and assessment of the Association (including the Michigan Educational Support Personnel Association) and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or

- 2) Cause to be paid by payroll deduction to the Association a service fee equivalent to the dues and assessment of the Association (including the Michigan Educational Support Personnel Association) within 30 calendar days of the commencement of employment. The Association shall inform the Board by the first paydate in September of each year of the exact dues to be deducted for each employee. For a new employee the Association shall inform the Board two (2) weeks prior to the first deduction of the exact amount to be deducted.
 - 3) In the event the service fee or membership dues and assessment shall not be authorized, the Board upon receiving a signed statement from the Association indicating the employee has failed to comply with this condition, shall notify said employee his/her services will be discontinued thirty (30) calendar days after such notification. The refusal or failure of any employee to comply with the provisions set forth in Section B, #1, and #2 above is recognized as just and reasonable cause for termination of employment.
 - 4) The Association assumes the obligation of transmitting either membership form or service fees forms to the Board for purposes of payroll deduction.
- C. The Michigan Educational Support Personnel Association agrees to assume the legal defense of any suit or action brought against the Board as a result of this Article. The Michigan Educational Support Personnel Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.
- 1) The Michigan Educational Support Personnel Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
 - 2) The Michigan Educational Support Personnel Association has the right to choose the legal counsel to any said suit or action.
 - 3) The Michigan Educational Support Personnel Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE VI

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The employer will issue paychecks to drivers as scheduled. An error in a paycheck in excess of twenty (\$20) dollars which results from an error on the part of the employer will be corrected within three (3) working days of the scheduled pay date. An error in a paycheck which results from an error in reporting of time or runs on the part of the employee will be corrected during the next pay period.
- B. Experienced drivers will be assigned driver trainees only upon a voluntary basis.
- C. A safety check shall be performed daily by the driver assigned to each bus.
- D. Drivers are responsible for proper housekeeping of their regular assigned bus and of any bus to which they are temporarily assigned. The Supervisor of Transportation will develop a task list to be reviewed with the Association to gather input and recommendations. The task list shall be presented to the drivers prior to the beginning of the school year.
- E. The responsible party, be it the school district or driver, is responsible for traffic violation fines.
- F. It shall be the responsibility of each driver to audit the condition of his/her assigned bus weekly, and to complete the weekly inspection report which shall be returned to the Supervisor of Transportation on the same day. A copy of the weekly report will be retained by the driver for his/her records.
- G. Upon request a driver will relinquish his/her assigned bus to another driver when the Supervisor of Transportation determines that a given run or trip requires specific equipment. In making such determination the Supervisor of Transportation will consider the following:
 - 1. the passenger capacity of the bus
 - 2. the fuel capacity of the bus
 - 3. special and/or safety equipment available
 - 4. evaluation of the head mechanic concerning probable road reliability
 - 5. duration and total mileage of the trip or run
- H. Identification cards will be provided for all bus drivers.
- I. Any case of assault upon a driver shall be promptly reported to the building principal. The Board will provide legal counsel to advise the driver of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the driver in connection with handling of the incident by law enforcement and judicial authorities. This does not contemplate providing legal counsel for litigation.

ARTICLE VII

EVALUATION AND DISCIPLINE

- A. The work performance of all employees may be evaluated in writing.
- B. Evaluation shall be conducted by a person to whom the employee is assigned and/or a person designated by the Administrator or the Director of Personnel as knowledgeable about the position and the employee's performance in it. The person conducting the evaluation shall not be a member of the bargaining unit.
- C. A copy of the written evaluation shall be submitted to the employee and discussed with him/her within ten (10) days of its completion.
- D. Probationary employees shall be evaluated at least three (3) times during the probationary period. All evaluations shall be in writing and shall be discussed with the employee within ten (10) days of completion.
- E. It is recognized that no employee may be dismissed, suspended, or otherwise disciplined without just cause.
- F. In the event of dismissal, suspension, or other disciplinary action (except an oral warning), and in the event of an unsatisfactory performance rating, the employee shall have written notification. A copy of disciplinary action shall be sent to the Union.
- G. An employee shall have the right to review the contents of his/her personnel file except for material exempt from disclosure by law, providing such request is made during normal working hours.

ARTICLE VIII

SENIORITY

- A. All new regular full and regular part time employees shall first serve a probationary period during which s/he is permanently assigned at least three runs per week and drives those runs as scheduled during the forty (40) working days from the date of assignment. The probationary period will be extended for any absence during this period. The Supervisor of Transportation will determine which drivers will be hired as probationary drivers.

- B. A driver who satisfactorily completes his/her probationary period becomes either a regular full or a regular part time driver dependent on the number of runs permanently assigned and consistent with the definitions of Article I. Seniority will be retroactive to forty (40) working days prior to completion of the probationary period and shall not include time served as a substitute driver.
- C. If two or more probationary drivers are hired on the same day, before runs are assigned to these drivers, a lottery will be held to determine their order of seniority. Runs will then be assigned to these drivers in order of seniority as determined by the lottery. If a driver loses seniority because s/he fails to drive for an approved reason during the next forty (40) work days, and if s/he has more runs than a driver who has greater seniority upon completion of that driver's probationary period, the first driver will relinquish the additional runs to the senior driver(s).
- D. If as the result of either failing to drive forty (40) consecutive work days because of an approved absence or being hired as a probationary driver at a later date, two or more drivers complete their probationary period on the same date and have not previously had their seniority tie broken by a lottery, a lottery will be held to determine seniority order for only these drivers. Run assignments will be modified if necessary to give the senior driver the greatest number of runs.
- D. If as the result of either failing to drive forty (40) consecutive work days because of an approved absence or being hired as a probationary driver at a later date, two or more drivers complete their probationary period on the same date and have not previously had their seniority tie broken by a lottery, a lottery will be held to determine seniority order for only these drivers. Run assignments will be modified if necessary to give the senior driver the greatest number of runs.
- E. Activity trip list seniority will be the same as that for regular drivers and will be effective on the Friday following the completion of the driver's probationary period. During the probationary period, a driver's seniority will be determined by his/her date of assignment as a probationary driver, and, if s/he has the same date of assignment as another probationary driver, the seniority order will be determined by the lottery conducted at the time drivers were assigned as probationary drivers.
- F. A seniority list shall be posted annually ten (10) days prior to the initial selection of runs and supplemented as needed. A copy of this list and supplement shall be provided to the Association. Changes in the seniority list shall be reflected in the daily worksheets.
- G. A probationary employee's service with the Board may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

- H. An employee's seniority will be continuous and the employee shall hold all seniority rights except when s/he:
 - 1) voluntarily resigns or retires
 - 2) is discharged for just cause
- I. Seniority shall accrue to any employee on an approved unpaid leave of absence (refer to Article X.D.) as follows:
 - 1) military leave as provided by law
 - 2) first thirty (30) days of approved unpaid leave of absence
 - 3) first twelve (12) months of any approved unpaid sick leave
 - 4) during the period of up to two (2) years of leave for Association business
 - 5) for up to two (2) years while on layoff
- J. Seniority shall accrue during all paid leaves including worker's compensation leaves. (Refer to Article X. C. and Article XII. K.)
- K. The right to re-employment and the continuing seniority rights of any employee who now or hereinafter, is a member of the Armed Forces of the United States, shall accrue as provided by law.
- L. An employee who transfers to a nonbargaining unit position maintains bargaining unit seniority for all years of employment in the bargaining unit and may exercise that seniority to return to a bargaining unit position. A driver who returns to the bargaining unit after run selection will displace the least senior driver having the same number of runs. Bargaining unit seniority shall not accrue for more than thirty (30) days in a nonbargaining unit position.

ARTICLE IX

ASSIGNMENTS, SUBSTITUTION, VACANCIES, AND TRANSFERS

- A. Assignment and Selection of Runs
 - 1) DEFINITION:
 - a) Regular run: An elementary, junior high, or high school take in or take home that begins at a district or district approved facility, and is scheduled to run whenever the school or program is in session.

- b) Special Education run: A run that begins at a district or district approved facility, stops at each passenger's home, carries students whose handicap or schedule does not allow transportation on a regular run, ends at a district or district approved facility, and may drop or pick up students at one or more other district approved facilities in the course of travel.
- c) Shuttle run: A run that transports students between two or more district approved facilities and makes no more than four (4) stops including the starting and ending points.
- d) Activity trip: A trip that is not regularly scheduled and is not available for selection or assignment on a permanent basis.
- e) Night trip: Any activity trip whose time of return to the bus corral falls after 5:00 p.m.

2) SELECTION OF RUNS:

- a) At least five (5) business days prior to the date set for selection all known runs will be posted by number with maps provided by the Supervisor of Transportation available for inspection.
- b) There shall be a designated selection week. The week and time of day will be mutually agreed to by the parties. At this time, each driver will select a daily run schedule in order of seniority with the highest seniority driver selecting first. The Association may have a representative present during the selection process.
 - 1) Each driver shall be given up to thirty (30) minutes of schedule time to make selections. Each driver shall be given prior notice of his/her selection appointment.
 - 2) A regular full time driver having sufficient seniority to select ten (10) runs must do so in order of their seniority or be charged for ten (10) runs, providing the runs are available and the total time involved does not exceed eight (8) hours. Drivers selecting less than ten runs must choose a daily run schedule established for the number of runs that they wish to drive, or drop runs from an existing run schedule provided they can be placed in a run schedule that has not been selected. Any modification of a run schedule must have the approval of the Supervisor of Transportation.

- 3) All regular full time drivers must select runs before the eleventh (11th) runs are posted. Regular full time drivers who request an eleventh (11th) run will be assigned the eleventh run after consultation with the Supervisor of Transportation and before regular part time drivers select runs.
 - 4) In order of seniority regular part time drivers will select a daily schedule of runs from those remaining.
 - 5) Upon completion of the selection process above the Administration may choose to assign any previously unselected runs to the least senior available regular drivers, next to laid-off drivers by seniority, and last to new regular drivers providing no other provision of this agreement is violated.
 - 6) In selecting run times, allowances must be scheduled as posted during selection.
 - 7) Drivers selecting special education runs must meet the following qualifications:
 - i. training in special education driving during the previous two (2) years
 - ii. at least one (1) year driving experience
 - iii. knowledge of special equipment involved
 - iv. ability to accept the handicapped child and to handle his/her specific needs
 - 8) Drivers may not select more than ten (10) runs per day or be assigned a run schedule in excess of fifty five (55) runs per week. The Administration may choose between assigning the least senior available driver to take a run or hiring a new regular part time driver.
- c) Each driver will retain his/her package of runs until the next selection period unless otherwise modified by the terms of this agreement.

3. ASSIGNMENT OF RUNS

- a) A driver may drop run(s) after the selection process only with the approval of the administrator in charge of transportation. A driver will continue to be charged for the run or runs s/he drops.

- b) If a new run is established after the initial selection it will be offered first to the most senior driver who has less than fifty (50) runs per week; then to the most senior driver who can take it as an eleventh (11th) run, provided the total working time does not exceed eight (8) hours per day. However, a driver may refuse an eleventh run unless it would result in the employment of a new part time regular driver in which case the eleventh run will be assigned to the least senior driver who can take the run. If a driver with less than fifty (50) runs refuses a run offered, the driver shall be charged for the refused run(s).
- c) If a run is split after the initial selection, the original driver will have his/her choice of runs if possible and the remaining run will be assigned as in 'b' above. In the event a run is eliminated and the driver has less than ten (10) runs per day, a driver may select a replacement run from a run schedule of any driver less senior or from any unassigned runs.
- d) Drivers are not to exchange or combine runs without the approval of the administrator in charge of transportation.
- e) If a schedule of runs becomes vacant, the total schedule will be available for bidding on a seniority basis. This schedule will be posted for three (3) days, and there will be no more than two (2) successive bidding processes. At this point, the remainder of the drivers will meet to decide who takes remaining schedules. The package that remains may be assigned to a substitute.

B. SUBSTITUTION PROCEDURES

- 1) A regular driver who wishes to be filled in on a day when s/he has less than his/her scheduled runs, must indicate this in writing to the Supervisor of Transportation at the time of run selection, or by the end of the first week worked when returning from an approved leave of absence.
- 2) A regular driver will be assigned runs by the Supervisor of Transportation on a daily basis to complete his/her schedule.
- 3) Drivers will be paid for work lost due to school schedules being altered because of record days, exams, inservice days parent/teacher conferences, or pre-k field trips.
- 4) No driver shall be filled in for runs in excess of ten (10) runs per day.
- 5) Runs will be assigned to drivers in order of seniority.

- 6) A regular driver whose name is listed for fill in who refuses an assigned run will have his/her name removed from the list for a period of five (5) working days, and will not be assigned fill in runs during this period unless no regular, probationary, or substitute is available.
- 7) A known absence of five (5) or more days shall be filled for the duration of that absence by the most senior driver preferring that package and who has a number of runs less than the package being filled.

C. ACTIVITY TRIP PROCEDURE

- 1) Activity trips will be assigned beginning with the driver having the least activity points. At the beginning of each new school year all drivers will start with zero (0) points. At selection time a trip sheet will be made available to sign if a driver wants to drive activity trips. If a driver does not sign at selection time or removes his/her name from the list s/he shall not be allowed to drive trips until the following school year unless no other regular, probationary or substitute driver is available. A driver returning from a leave or layoff can sign up for activity trips upon his/her return providing their leave occurred during the selection period.
- 2) Starting with the driver having the least activity points a regular driver will be assigned an activity trip according to his/her position in the activity point rotation in effect at the beginning of the trip meeting. The activity point rotation will be updated weekly at the start of the trip assignment process. A driver will not be charged more than ten (10) points for refusing a trip(s) in any one trip period.
- 3) Upon completion of the procedure in #2 above, any trips not assigned will be assigned at the discretion of the Supervisor of Transportation.
- 4) Only those drivers who have driven a night trip in the ten (10) working days preceding a Saturday or Sunday are eligible for assignment to Saturday or Sunday trips. Such trips will be assigned beginning with the driver having the least activity points.
- 5) Drivers shall be paid at the negotiated rate for all activity trips which have not been cancelled at least fifteen (15) minutes prior to the scheduled departure time.
- 6) All summer trips including band camp will be treated as activity trips, and will be subject to the conditions outlined above. Such trips will be assigned to those drivers on the original activity trip list who indicate a willingness to drive during the summer recess.

- 7) Drivers may be released from regularly scheduled runs in order to drive activity trips with the prior approval of the Supervisor of Transportation.
- 8) Overnight trips will be treated as activity trips. There shall be no penalty assessed a driver who refuses an overnight trip.
- 9) Activity trip assignments will be made according to Administrative procedure. The Association will be consulted with and notified prior to any change in the procedure.

ARTICLE X

LEAVES

A. SICK LEAVE (sick days)

- 1) All regular employees shall accrue one (1) paid sick leave day for each month in which the driver is scheduled to drive. The drivers' total accumulation for the school year shall be credited by the second pay of the school year. Sick leave credited in this paragraph shall be reduced by one (1) day for each month that a driver is on an unpaid leave of absence. An employee who is on an approved leave of absence at the start of his/her work year shall receive sick leave credit upon his/her return to work prorated to the following July 1.
- 2) If the Board has reason to suspect abuse of leave days, the employee may be asked to provide verification of illness or disability. For a continuing illness or disability the employee may be asked to supply verification upon request.
- 3) All employees will have the right to accumulate up to one hundred eighty (180) days of unused sick leave.
- 4) Sick leave chargeable against accrued sick days may be taken for the following reasons:
 - a) Personal illness or disability:

The employee may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.

b) Illness of an immediate family member:

Serious illness or medical care of the spouse, son or daughter, or other dependent which requires the presence of the employee in order to provide the necessary care, or critical illness of the spouse, child, parents, or parents-in-law.

- 5) Application to have absences charged against sick days will be made in accordance with administrative directives.
- 6) A driver who goes on an approved leave of forty five (45) or more working days shall, upon return, replace the lowest seniority driver having the same number of runs. If s/he goes on such leave prior to the initial selection of runs, s/he will make arrangements for selection if s/he expects to return in less than forty five (45) working days, and notifies the administrator in charge of transportation in writing of that intent.

B. BEREAVEMENT LEAVE

- 1) A bereavement leave of three (3) consecutive working days will be granted to all regular drivers in the case of death of the driver's father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law, husband, wife, children, children-in-law, step parent, step children of the immediate household or grandchildren that occurs during the employee's work year. Such leave shall be granted with no loss of compensation to the employee and shall not be deducted from the employee's accumulated vacation or sick leave.
- 2) One day chargeable against accrued sick days may be granted to attend the funeral of a close friend or relative.
- 3) These benefits will not be applicable while the employee is on another leave of absence.
- 4) A maximum of two additional work days chargeable against accrued sick days may be granted with the approval of the Director of Personnel for travel.

C. WORKER'S COMPENSATION

Absence due to injury or illness determined to be compensable under the Michigan Worker's Compensation Act and for which workers compensation is not received, shall be paid by the employer at 66-2/3% of the employees daily rate for a maximum of seven working days. The employee may elect to have the difference between the employee's daily rate and the benefits received under this provision of the Michigan Worker's Compensation Act charged against his/her accumulated sick leave on a prorated basis for the duration of such absence.

An employee accumulates all fringe benefits to which s/he would have been entitled to by virtue of this contract while absent due to compensable cause, but shall not continue to accumulate benefits after a two (2) year period absence due to a compensable cause. The "compensable cause" must have occurred while in the employ of the Carman-Ainsworth Community Schools.

- D. UNPAID LEAVE OF ABSENCE (Refer to Article VIII. H., I., and J. for Seniority Provisions)
- 1) An unpaid leave of absence for illness or other proven justifiable reasons not to exceed one (1) year may be granted by the Board upon receipt of written application for such leave. Such leaves shall not be provided to enter other employment except as provided in other parts of this agreement.
 - 2) If, in the Board's determination, a suitable substitute employee is available, an employee may be granted a personal leave of no more than ten consecutive working days or two leaves of no less than five (5) consecutive working days each, provided:
 - a) no more than two (2) drivers are on such leave in a given time period
 - b) the leave does not precede or follow a holiday except that the Board may grant personal leave immediately preceding or following a holiday in which case the employee would not be entitled to holiday pay
 - c) no more than two (2) such leaves of five (5) days each or one such leave of ten (10) days is requested by an employee in a given school year
 - d) a written application has been submitted to the administrator in charge of transportation two (2) working days prior to the start of such leave
 - e) if more than two (2) employees request these days at the same time, seniority shall be the determinant
 - 3) Upon written application to the administrator in charge of transportation, an unpaid leave of absence not to exceed one (1) year will be granted for the purpose of Association or Public Office.
 - 4) Upon written application to the administrator in charge of transportation, an unpaid leave of absence not to exceed one (1) year shall be granted for the purpose of child care.

- 5) Except for personal leave as provided in Article X, D, 2, the above leaves may be extended upon written application of the employee to the Board in advance of the expiration date. The Board will either approve or reject the extension.
- 6) An employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice or does not receive an approved extension, except as herein provided, will be considered to have terminated his/her employment.
- 7) Applications for the dispositions of all leaves of absence and extensions thereof shall be in writing.

E. BUSINESS DAYS

- 1) A maximum of one (1) day per year may be taken for the purpose of conducting business which cannot be accommodated outside of normal work hours. Personal business days cannot be used during the first or last week of the employee's work year, during the first or last week of the student calendar, or immediately preceding or following holidays or vacation without the approval of the immediate supervisor. At least twenty-four (24) hours notice must be given the immediate supervisor prior to the scheduling of the personal day.
- 2) A second business day will be granted to any employee whose absence chargeable against accrued sick days does not exceed five (5) days for the previous contract year.
- 3) Unused business days will accumulate as sick days at the end of each contract year.

ARTICLE XI

LAYOFF AND RECALL

- A. Layoffs and recalls will be based upon seniority, provided the senior employee has the ability to do the work required. A regular employee whose work week is reduced below three (3) regular runs per week will be considered laid off and will be placed on the substitute list.

- B. The Board shall give written notice of recall and/or layoff by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If any employee fails to report to work within ten (10) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit.
- C. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement. A laid-off bargaining unit member shall be granted priority status on the substitute list.

ARTICLE XII

COMPENSATION

A. CALL IN TIME:

- 1) Any employee called for a bus run in addition to his/her regular scheduled runs, shall receive pay for one (1) regular run if such run is subsequently cancelled.
- 2) In the event the school day is cancelled because of inclement weather, regular bus drivers shall receive pay for the regular bus runs scheduled for that day and for any runs assigned and driven for the five (5) consecutive working days immediately preceding the inclement weather.

B. HOLIDAYS:

- 1) All regular drivers shall be eligible to receive holiday pay under the following regulations:
 - a) To be eligible for a paid holiday, the employee must be present the last preceding work day before the holiday and the first succeeding work day after the holiday, be on an approved paid leave of absence, or be on an approved sick leave verified by a doctor's statement but not to exceed forty five (45) working days.
 - b) Paid holidays will include Labor Day, Thanksgiving Day, Friday after Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Memorial Day and Good Friday.

- c) When a holiday falls on Saturday, eligible regular drivers shall receive holiday pay provided they have worked the last preceding scheduled work day within the week that the holiday falls.
- d) If school is in session on a paid holiday and an employee is required to drive a regularly scheduled run, s/he will be paid double time plus holiday pay. A driver may release his/her regular runs to another driver with the approval of the Supervisor of Transportation.

C. REGULAR RUNS:

	<u>7/1/91</u> <u>6/30/92</u>	<u>7/1/92</u> <u>6/30/93</u>	<u>7/1/93</u> <u>6/30/94</u>
REGULAR RUNS	9.00	9.45	9.92
ACTIVITY TRIPS	7.69	8.07	8.47
SHUTTLE RUNS	Same as a Regular Run		
CARMAN-AINSWORTH HIGH/SKILL CENTER	Twice the Regular Rate		
DEVELOPMENTAL	Twice the Regular Rate		
CROSS DISTRICT RUNS	1.5 Times the Regular Run Rate for those runs within the boundaries described below		

All regular high school runs south of Maple Road and east of Fenton Road and all junior high runs north of Calkins/Beecher Roads and west of Dye Road.

D. ACTIVITY TRIPS:

- 1) Compensation for activity trips will be paid at the regular negotiated rate per hour. Fraction of hours will be prorated at the rate of 15 minutes. Layover time will be included for time that the driver remains on the delivery site. Arrangements for compensation for overnight or extended stay must be approved by the administrator in charge of transportation.
- 2) Time and one half shall be paid for all hours worked on Saturday and Sunday.
- 3) Pay for activity trips shall begin at the time a bus leaves the point of origin.

- 4) A meal allowance of \$5.00 for breakfast/lunch and/or \$6.00 for dinner will be paid to drivers who are on activity trips of four or more hours.
 - 5) Fifteen minutes will be included in each activity trip for clean-up.
 - 6) Tickets to activity events will be the responsibility of the driver.
- E. In the event of a mechanical failure on a regular run which is not the fault of the driver, compensation will be paid at the regular run rate for all runs that the driver is scheduled to pull on that day, which are lost due to the mechanical failure. If the mechanical failure occurs on the last run of the day, compensation will be at the negotiated regular run rate per hour or any fraction thereof for time required beyond the normal ending time of the run. A driver who must remain with a bus during the period which would normally be released time between runs will be compensated at the negotiated regular run rate or fraction thereof for the time in excess of that required to pull the runs scheduled during the period of mechanical failure.
- F. In the event of a mechanical failure, on an activity trip not the fault of the driver, compensation will be paid for all delayed time at the activity trip rate.
- G. Drivers attending bus drivers' school will be compensated at the activity rate per hour. Experienced drivers must attend bus drivers' school annually to update their certificates. Payment will be made for the number of hours required for the annual update.
- H. SPECIAL EDUCATION RUNS:
Run rates will be negotiated in September of each year provided the necessary information is available and will be set forth in a memorandum of understanding.
- I. The State required tubercular test in the form of a 'patch' test only shall be paid for by the Board of Education. Any other form of test, i.e., x-ray, shall be at the expense of the employee, except upon presentation of a doctor's statement to the effect that the 'patch' test is not satisfactory for the employee involved.
- J. Longevity shall be paid to employees upon the following basis:
- a) Two hundred (\$200) dollars upon completion of five (5) years of service;

- b) Two hundred fifty (\$250) dollars upon completion of ten (10) years of service;
- c) Three hundred (\$300) dollars upon completion of fifteen (15) years of service.
- d) Five hundred (\$500) dollars upon completion of twenty (20) years of service.

An increase in longevity payment will go into effect only if the conditions are met to provide for a board paid annuity at the beginning of the 91-92 school year.

All longevity compensation shall be paid on the first pay in January of each year.

Credit toward years of service will be based on time actually worked during the contractual work year.

The gross amount of longevity earned in any one year will be determined by the total years of service earned. The net amount of longevity paid will be determined by the fraction of the contracted work year that the employee actually worked.

Unpaid leaves of absence for reasons of public office, association office, child care, education or other personal reasons will not count toward years of service.

- K. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between jury duty compensation they receive and their regular wages for the time necessarily spent in jury service.

Seniority will continue to accrue to the employee while on jury duty. Employees will submit proof of jury services and will sign a promissory note for monies received prior to delivery of the jury check to the employer. Employees required, either by the Board or any public agency having the power of subpoena, to appear before a court or such agency on any matters related to their work with the employer and in which they are personally involved as a defendant, shall be granted a leave of absence with pay (as set forth in the above paragraph) for a period during which they are so required to be absent from work.

- L. The Board will continue to pay the five percent (5%) retirement contribution.
- M. All employees will attend no more than four (4) hours of meetings per year without additional compensation.
- N. The Board will pay the cost of chauffeur's license renewal.

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board shall provide without cost to regular full time drivers, MESSA, Super Care I protection for a full twelve month period for the employee and his/her eligible dependents. Double coverage shall not be permitted. Medical premiums shall be paid by the Board for six (6) months after sick days expire.

The Board shall provide an annuity of one hundred (\$100) dollars per month (\$1,200 per year) in lieu of health insurance, provided a minimum of ten (10) bargaining unit members who currently carry coverage and are eligible for that coverage at the beginning of the 1991-92 school year, will elect to drop that coverage for the 1991-92 school year.

- B. The Board shall provide without cost to regular full time drivers and their eligible dependents the MESSA Delta Dental Plan E including internal and external coordination of benefits.
- C. The Board shall provide ten thousand dollars (\$10,000) life insurance to regular full time drivers.
- D. The Board shall provide to each regular full time driver not electing MESSA Super Care I coverage, the sum of \$13.36 per month of which the driver will expend the necessary amount to purchase five thousand (\$5,000) dollars life insurance if required by the insurance option plan in which the district enrolls the employees. The remainder will be credited toward one or more of the options listed below. The Board shall provide to each regular full time driver receiving MESSA Super Care I coverage, the sum of \$11.00 per month to be credited toward one or more of the options listed below:

- 1) additional life insurance
- 2) dependent life insurance
- 3) short term disability insurance
- 4) long term disability insurance
- 5) supplemental hospital insurance
- 6) survivor income benefits

The amount of coverage provided may be increased at the employee's option by requesting a payroll deduction for the difference between the employer's contribution and the cost of the coverage selected. Such payroll deductions must remain in force until the next enrollment period.

- E. A regular full time employee whose work week is reduced to less than thirty (30) regular runs per week or who is laid off will be allowed to continue medical insurance coverage subject to the limitation of the carrier for a maximum of one (1) year providing s/he pays the regular monthly group rate premium for such benefits to the employer.
- F. The Board shall provide without cost to the employee VSP II with both internal and external coordination of benefits.
- G. If a health maintenance organization (HMO) option is made available by the employer during the life of this contract each employee will be given the opportunity to select such option in lieu of the carrier currently provided. Double coverage will not be permitted.
- H. The Board will provide a payout at retirement of accumulated sick days, up to a maximum of ninety (90) days, at twenty five (\$25.00) dollars per day.

ARTICLE XIV

GENERAL

A. WITHHOLDING OF SERVICES:

Adequate procedures having been provided for the equitable settlement of any grievance arising from this Agreement, the Association pledges that under no circumstances will the Association cause, authorize, or permit its members to cause any strike, stay-in, sitdown, slowdown or curtailment of duties or restrictions or interference with the operations of the school system.

- B. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understandings and commitments between the parties hereto; which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto.
- C. Cash advances are to be provided for gasoline on all extended trips.
- D. The advisability of necessary bus engine warm-up will be at the direction of mechanics on duty.
- E. Copies of this Agreement shall be printed at the expense of the Board.
- F. The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- G. Bargaining unit members will adhere to all policies, rules, and regulations of the Board which are not in conflict with this agreement.

ARTICLE XV

DURATION OF AGREEMENT

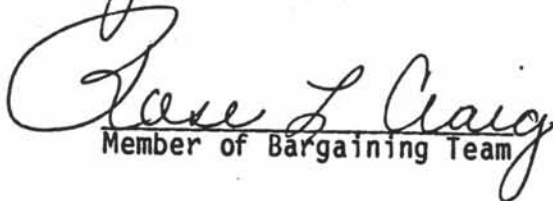
This Agreement shall become effective upon ratification of both parties and shall remain in full force and effect, without change, addition, or amendment, from July 1, 1991 until June 30, 1994, except as herein provided.

Either party may reopen the Agreement for changes or amendments, or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate the Agreement, at least sixty (60) days prior to June 30, 1994.

SIGNED:

CARMAN-AINSWORTH BUS
DRIVERS ASSOCIATION


President


Member of Bargaining Team


Member of Bargaining Team


MEA Representative

September 3, 1991
Date

CARMAN-AINSWORTH BOARD OF
EDUCATION


President


Vice-President


Secretary


Chief Negotiator

September 3, 1991
Date

MEMORANDUM OF UNDERSTANDING

October 24, 1986

BETWEEN THE

CARMAN-AINSWORTH COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

CARMAN-AINSWORTH BUS DRIVERS ASSOCIATION

The Carman-Ainsworth Community Schools will pay regular Head Start drivers of the Carman-Ainsworth Educational Support Personnel Transportation Unit for Head Start runs according to the following agreement:

- 1) Regular Head Start drivers will receive five (5) days pay for a schedule of four (4) days of actual work done. (Drivers will be paid for a Friday run, not actually done.)
- 2) Head Start drivers shall accumulate and be charged sick leave on an equal daily basis. (Total number of runs per week will be divided by five (5) for equal distribution of the daily charge.)
- 3) Drivers using Head Start Runs as "fill-ins" will be paid at the 1.25 rate per run.

This memorandum will be effective for the 1991-94 Master Agreement and there will be no deviation except by mutual agreement of both parties.

PROCEDURE FOR THE ASSIGNMENT OF
TRANSPORTATION ACTIVITY RUNS

1. All activity trips will be assigned in the Friday morning activity trip assignment meeting unless school is not in session or drivers have been notified in advance that the meeting has been rescheduled. If school is not in session on Friday the meeting will take place on the first workday following.
2. Activity trips which involve the same students, which are scheduled as part of the student's daily instruction, and which extend over a definite time period will be treated as a single trip (five days) for the entire trip period. Examples of trips to be assigned by this language are bowling trips for physical education classes, etc. A driver may choose between being assigned a bowling trip or being assigned subject to the provisions set forth below to another type of activity trip. However, a driver shall not be permitted to choose the time of the bowling trip. A driver whose trip is cancelled in whole or in part will have his or her points adjusted on the activity point list, but s/he will not receive a replacement trip for that trip period (from Monday through Friday of the following week).
3. Activity trips which require the transportation of a major portion of the students at either the elementary, the junior high, or the senior high level will be assigned on a rotation of the activity point list distinct from that used for the trips outlined in Item #2 and from that used for the most common type of activity trips. Such trips will be assigned one at a time to the drivers on the activity point list. Examples would be trips to Detroit Youtheatre which involves almost the entire elementary student body. Employees who drive such trips will be charged the point value of the trips.
4. In assigning all types of activity trips except for those outlined in Items #2 and #3 the driver's preference for a particular trip will be honored unless one of the following applies:
 - a. The equipment required by the administration is not available to the driver.
 - b. The trip requires a driver with special qualifications such as special education training.
 - c. The driver within the run times determined for his/her regular runs at selection time or within the run time set by management for runs which have been modified since selection time cannot be available at the time the bus has been requested to be at the school site by the party who called in the trip.

5. Drivers who are on the trip list, but who are absent from the activity run assignment meeting will be assigned a trip(s) in accordance with their written preference if their absence is for one of the following reasons:
 - a. The driver is on a regular run.
 - b. The driver is on an assigned activity trip.
 - c. The driver has a mechanical breakdown which prevents him/her from being at the meeting.
6. A driver will not be charged points for trips not assigned during the trip period under the following circumstances:
 - a. The driver was unable to schedule the trip because of time conflicts.
 - b. The driver was relieved of regular runs because of an actual illness.
 - c. The driver had his/her assigned trips cancelled.
7. A driver will be charged a maximum of ten (10) points for trips not assigned during the trip period in the following cases:
 - a. The driver refuses a trip which s/he can drive and not have a time conflict.
 - b. A driver is absent from the Friday trip assignment meeting for any reason except that s/he is on a regular run, s/he is on an assigned activity trip, s/he has a mechanical breakdown which prevents him/her from being at the meeting, or because s/he was relieved of regular runs because of an actual illness.
 - c. The driver was on an extended sick leave of five (5) or more days.
 - d. The driver was on an unpaid leave of absence.
8. If an activity trip is rescheduled to another day within the trip week, and it can be driven by the driver originally assigned to the trip, it is to remain that driver's trip. If it causes a conflict with another trip for which the driver is scheduled, the driver may choose which of the two trips s/he prefers, and the remaining trip will be assigned to a driver on the activity point list.

9. Two drivers may exchange a run or runs in order to take activity trips, however, the exchange must have the approval of the administrator in charge of transportation.
10. When it is necessary in order to cover the activity trips the Supervisor of Transportation may grant approval to release a driver from one or more regular runs in order to take an activity trip.
11. Activity trips in excess of ten (10) points which are to be driven on days when school is in session will be assigned to driver's who are relieved of regular runs for that day. S/he will be charged on the activity point list for only those points in excess of ten (10).
12. Trips called in after the trip meeting will be assigned first to drivers who were in attendance at the meeting, but who did not receive a trip because of reasons set forth in #6. Any trips remaining will be assigned to the driver who was in attendance at the meeting and who has the least activity points.
13. A driver will not be charged points for a trip which s/he cannot select because s/he has been assigned a fill in run which conflicts with the activity trip time.
14. A driver will not be assigned a fill in run if s/he has previously been assigned an activity trip which conflicts with the fill in run times.
15. Activity trips which originate on a Saturday or Sunday will be offered to regular full time drivers.
16. Regular full time drivers still on the original activity trip list at the end of the regular school year will be given priority for all summer trips.
17. Drivers shall not be charged points for trips driven during vacation periods or other times when school is not in session with the exception of the summer recess.

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