

8/25/88

MASTER AGREEMENT BETWEEN THE

CARSONVILLE-PORT SANILAC SCHOOL BUS DRIVERS' ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AND THE

CARSONVILLE-PORT SANILAC BOARD OF EDUCATION

26 August 1986 - 25 Aug. 1988

1. The Board recognizes the Association as the sole and exclusive bargaining representative for all CPS bus drivers, exclusive of the Transportation Manager, with respect to wages, hours and working conditions. Except as expressly provided otherwise in this agreement the determination and administration of educational policy, operation of the schools and busses, and the direction of employees are vested in the Board and Supt. of Schools.

2. A probationary period of 90 driving days will be served by each new regular driver before he/she can collect fringe benefits (sick leave, extra trips, Blue Cross, Car Insurance).

3. a. SENIORITY will be established from date of last regular time hire and will be posted in the bus garage with a copy to the Supt. of Schools. The Transportation Manager will follow rotation for extra runs or substituting for regular runs.

b. Seniority rights from last regular hire to be followed on open, new, substitute-regular runs. Last minute extra runs, those trips with less than 24 hours notice to the drivers, go to the first available driver in rotation sequence, but next extra trip back to correct sequence, and driver will miss his next turn. Summer trips follow rotation.

c. When a regular driver is not available to take his/her regular AM, PM, Kdgn, Career Center run a sub is to be taken from the seniority list (includes all regular and up to 3 subs) following a rotation schedule. If no regular or so is available the trsp. mgr. may drive the run. Subs cannot drive outside extra trips if regular drivers are available.

4. Bus routes will be established by the Supt. of Schools or his designee in cooperation with the Transp. Mgr. and drivers in accordance with Mich. Laws. They will be arranged for equal loads and mileage as much as possible. Pick up stops will be designated by the drivers in accordance with Mich. laws, Board Policies, road conditions and manager's approval. The Transp. Mgr. may ride a route at the driver's request to view problems.

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Carsonville - Port Sanilac Schools

4. (continued) The drivers may request a meeting with the manager one week after school begins to adjust routes and loads for the new school year. If major route changes are necessary during the school year, the Supt. or his designee will consult with affected drivers.
5. If a driver quits, he/she is to submit a written resignation to the Supt. which will be submitted to the Board. If he/she is rehired he/she returns as a new employee. If a driver misses 10 driving days without notifying the Supt. of reason he/she is absent, the driver will be suspended until a hearing with Manager and Supt. is held.
6. If conditions warrant less routes or employees, drivers will be laid off in order of last hired.
7. The School will notify students/parents of bus rules and send same to homes via the School Newsletter or students. It is to be signed by the parent(s) or guardian(s) where possible and returned to be kept in the bus garage. The School will collect slips and turn in to the Trsp. Mgr.
8. The School will pay the cost of drivers' physicals, by the school's physician, including TB xray if physician requires same. School will pay cost of verification test.
9. Each driver will complete bi-weekly time/route sheets accurately. The school will issue paychecks, in sealed envelopes, every other Friday during the school year.
10. The Supt. of Schools has the authority to close schools when weather, etc. conditions so demand. Regular route drivers will be paid for 180 school days, if they are available for work. Supt and Manager will have authority to adjust routes, limit travel to paved roads. etc. when weather or road conditions demand same. Drivers will be paid for the first two inclement weather days when school is closed at their regular payroll rate; additional days when school is closed will be paid after they are made up. If drivers are called in before school is closed, they will be paid for their AM run.
11. STUDENT DISCIPLINE: Drivers will enforce rules as set in Board Policy. The driver may issue a ticket after verbal warnings as part of Setp #1. If a driver-student-parent-prin. conference lasts over 30 minutes, the driver will be paid at the hourly rate.

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12. GRIEVANCE: If the driver feels there is a violation of an article of this contract, he will discuss same with the Trsp.Mgr. If his response within 5 days is not satisfactory, the driver may file a grievance with the manager, but it must be filed within 10 days of the alleged violation. The Manager will respond in writing within 5 days. If his response is unsatisfactory the driver may file a grievance with the Supt., but it must be filed within 5 days of the Manager's response. The Supt. will respond in writing within 5 days. If his response is unsatisfactory, the driver may file a grievance with the Board, but it must be filed within 5 days of the Supt's response. The Board will consider the grievance not later than its next meeting and respond in writing.

13.a. The Trsp.Mgr will provide safe mechanical upkeep of busses. They will be serviced every 2000 miles minimum. Mgr or admin. will monitor bus radios during regular sch1-route runs.

b. Mechanical problems will be reported to the Mgr. immediately by the driver. If they are not corrected within 4 hours the driver is to complete a repair request form with a copy sent to the Supt. of Schools. The driver must sign the form again after the problem is corrected. Uncorrected serious mechanical problems are to be reported to the Supt. at once. Repair slips are available from driver assoc. representatives.

c. If the bus driver believes the bus is unsafe, the Manager will provide the driver with another bus.

14. Drivers are to clean inside of busses daily and to keep windows clean. Manager will wash exterior weekly and before activity runs, if needed. Interior of busses will be washed once annually.

15. Breakdown times will be figured at hourly rates unless determined as due to carelessness of driver. If a driver is delayed by breakdown or weather, Manager will not delay other buses, except career center bus.

16. Regular routes are established with the realization that time will vary due to weather or road conditions, etc. If time exceeds normal time over 20 minutes, the driver will be paid extra according to hourly rates. Normal route time will be established by the Trsp. Mgr. based on average during the school year.

17.a. SICK DAYS are granted at rate of 1(one)per month(10 for a sch1 yr.)Sick days are granted to regular driver when he/she is incapacitated from the performance of his duties by sickness; driver is to notify the manager no later than one hour before the driver is due to report for work. Unused sick days may accumulate from yr to yr without limitation.

b. Upon termination of employment with the CPS Board, regular drivers shall receive

severance pay at the rate of \$10 per day of unused sick leave after ten years in the system with a maximum of \$500. Ten years begins on date of employment with CPS.

c. Five(5) sick days per year may be used by driver for immediate family funeral(Father, Mother, sister, brother, child, spouse, grandparents, mother/father of current spouse. Trsp Mgr is to be notified at least one day in advance except in cases of emergency.

d Three sick days per year may be used by the driver for personal business in conditions of emergency when business cannot be conducted on weekends, after route hours, or vacation periods. Drivers are to request personal business days from the Mgr. at least one day in advance except in cases of severe emergency.

e. Employees using sick/funeral/business days under false pretenses shall be subject to disciplinary action including time off without pay.

18. WAGES	1986-87	1987-88	
<u>Routes-</u>	\$ 10.93	\$11.70	for regular route(180 days of school schedule pr yr)
	10.93	11.70	for career center route of days scheduled by CPS(min 175 pr yr)
	13.25	14.18	for kindergarten route (minimum of 175 per year)
	+6 paid holidays for regular full time drivers(Lab Day, Thanksg, XMas, NYD, GF*, Mem D)		
<u>ACTIVITY</u>	5.73 hr	6.13	for activity trips (min time - 5 hrs) to be rotated among regular drivers who want activity trips.
	Sat, Sun & Holiday rates at 1½ times wages. If less than 5 hours- charge school either minimum of 5 hours or time and one/half - not both.		
	Drivers wages for long field trips shall not exceed \$100 per day; two drivers if trip is over 4 hours driving one way, each driver paid same hourly rate.		
	If a field trip occurs at same time as driver's regular run the driver will be paid half the regular run pay plus the trip run hourly rate. (Maximum driver can lose is ½ trip per day.)		

Career Center driver 1½ regular run rate when shuttling cosmetology student on way to Career Center; shuttling work experience student to Sandusky=1½ reg. run rate.

Meals Meal allowance of \$4.00 per each meal missed on field trip; meal times are 7am, 12 noon and 6 pm.

Retirement The Board will pay drivers' retirement on wages earned at 5% per year to the state.

*If school does operate on Good Friday, drivers will be paid Holiday wages plus any runs worked.

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19. The Board will pay \$50. per month (12 months) toward Blue Cross for each regular driver who drives two trips daily (full time). This is only for drivers not already covered by Health/Hosp Insurance. The Board will pay \$50 per month for 12 months toward a Tax Sheltered Annuity (Board chooses firm) for drivers not wanting health insurance. Drivers may include additional amounts at their own expense (payroll deduction).

b. Effective after 1986 ratification date the Board of Education will provide a \$5,000 term life insurance policy with AD & D for all full time regular CPS bus drivers.

c. Effective after 1986 ratification date the Board of Education will provide a long term disability insurance plan with benefits to be payable after the 63rd working day of disability at 66 2/3rds per cent of current regular route wages until age 70 with Social Security, Worker's Compensation and Retirement as offsets. (Carrier selected by the Board.)

20. The School will furnish bus jackets to regular drivers; they will be replaced once every three years (1986, 1989, etc.) Drivers are to maintain, clean and repair jackets at their own expense. Drivers are to wear these school jackets when operating busses (weather permitting).

21. Drivers will be compensated hourly activity rate for time spent in drivers' training class plus meal allowance and for knowledge and road tests.

22. If the administration is aware of complaints against a driver, the driver will be notified before complaints are brought up in a public Board meeting.

23. The athletic fund will pay for driver's ticket to tournaments or away games, if charged.

24. Possession, use, sale or being under the influence of alcohol, drugs, etc. on the job, during school employment, or at school activities is prohibited (Policy A178e). No smoking on busses.

25. No one, other than regular CPS bus drivers and Manager, is to drive busses on trips of any kind with exception of agriculture teacher on agr. trips only, provided he is qualified and certified to drive a school bus, except in cases of extreme emergency.

26. PROCEDURE FOR FILING COMPLAINTS TO BE FOLLOWED BY ALL DRIVERS AND REPRESENTATIVES:

STEP I = Make Transportation Manager aware of Problems. (if not resolved)

STEP II = Contact representative who will go with driver to talk with Mgr (if still not res)

STEP III = Driver will sign a formal complaint and driver and rep. will discuss problem

27. Both parties recognize the desirability of continuous and uninterrupted operation of the transportation program during the school year and the avoidance of disputes which threaten to interfere with such operations. The Drivers' Association agrees that it will not engage in any acts of harrassment or strikes.

28. A leave of absence from 3-12 months may be approved by the Board. The driver may return after the leave to the first available opening. The returning driver does not have to serve 90 days probation, but is reinstated at his/her driving year level of seniority. While driver retains sick days in his bank, he does not gain additional days during leave of absence.

29. If a Kindergarten run is considered to be and is agreed between Board and Drivers to be less than a full time run it shall receive no less than a regular run's wages.

This agreement shall be effective as of 26 August 1986 and shall continue in effect through 25 Aug 1988.

CARSONVILLE-PORT SANILAC SCHOOL BUS
DRIVERS' ASSOCIATION

Cleo M. Carter
Paul R. Reagin

CARSONVILLE-PORT SANILAC
BOARD OF EDUCATION

Edward J. Mays
Donald D. Thomas
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