

# **AGREEMENT**

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**Clio Schools Board of  
Education**

**and**

**Clio Area Schools  
Transportation Employees**

**Chapter 21**

**AFSCME – Council 25**

**2013 - 2017**

Revised October, 2017

## TABLE OF CONTENTS

<u>Article</u>	<u>Contents</u>	<u>Page</u>
1	Recognition .....	1
2	Continuity of Operation .....	1
3	Board Rights .....	1
4	Grievance Procedure .....	2
5	Discipline and Discharge .....	7
6	Representation.....	8
7	Special Conference .....	8
8	Seniority .....	9
9	Run Selection-Run Vacancies-Run Changes-Transfers .....	10
10	Substituting .....	13
11	Equalization of Field Trips .....	14
12	Reporting Time .....	17
13	Unpaid Leaves of Absence .....	17
14	Military Leave of Absence.....	18
15	Supplemental Worker's Compensation Leave.....	19
16	Jury Duty.....	20
17	Child Care Leave .....	20
18	General Conditions .....	21
19	Complete Agreement; Savings .....	24
20	Wage Supplement for Bus Drivers .....	24
	Wage Supplement for Mechanics .....	28
21	Value Added Student Success Initiative .....	31
22	Duration of Agreement .....	32

## **AGREEMENT**

This Agreement is entered into this twenty-eighth day of January, 2016, between the Board of Education of the Clio Area School District (“Board” or Employer), and Local Union 1918, Chapter 21, affiliated with Council 25 of the American Federation of State, County and Municipal Employees (AFL-CIO), (“Union”). The Board and Union are the only parties to this Agreement.

### **ARTICLE 1 RECOGNITION**

Pursuant to and in accordance with the Michigan Public Employment Act, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining: all bus drivers and mechanics 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 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 principle 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 by any employee to comply with this Article is cause for reasonable disciplinary action by the Board.)

### **ARTICLE 3 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 the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees, including the right to establish reasonable work rules and reasonable regulations, not inconsistent with the terms of the collective bargaining agreement between the parties, for the purpose of maintaining order and discipline. At least ten (10) business days prior to implementation of new work rules or regulations, the Union will be notified and allowed to request a special conference to discuss the reasonableness of the proposed work rule or regulation. If the Union feels the proposed work rule or procedure is unreasonable it will be subject to but not limited to the grievance procedure.
  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 is subject to the provisions of the Michigan Public Employee Relations Act. This Article shall be construed to conform with the Michigan Constitution, the Constitution of the United States of America, and federal and Michigan law.

#### **ARTICLE 4 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 that 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.
9. Immediate Supervisor – All members of the unit report directly to the Assistant Supervisor for Transportation except the mechanics. The mechanics report directly to the Director of Transportation and Operations. Grievances shall be processed starting at the lowest level appropriate as follows:

Level I Assistant Director of Transportation

Level II Director of Operations and Transportation

Level III Assistant Superintendent

Level IV Superintendent

Level V Board of Education

Level VI Arbitration.

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. **The written grievance must cite the specific provision(s) of the contract that were violated, the remedy requested, and must be signed by the aggrieved employee and a Union Representative. The employer is not required to process grievances that fail to cite specific contract provisions, or that include language that does not limit the scope of the grievance to specific provisions.**
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 supervisor at the next level 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 supervisor 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. Steps four (4) through seven (7) above shall be followed until the grievance is appealed to the Personnel Committee of the Board.
9. Such grievance shall be placed on the agenda of a regular Personnel Committee 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 Personnel Committee 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 be placed on the agenda of the next regular board meeting. 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 thirty (30) days after the expiration of the ten (10) 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 5 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. Except under unusual circumstances, the discharged or disciplined employee will be allowed to discuss their discharge or discipline with their steward, and the Employer will make available an area where they may do so before the employee is required to leave the property of the Board. The employees shall be on his/her own time during the discussion. Upon request, the Supervisor and/or the Board's designated representative will discuss the discharge or discipline with the employee and the steward.

- C. If the employee feels that the discipline, suspension or discharge is improper, s/he may file a grievance in accordance with the grievance procedure.
- D. 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 the job, under the influence of alcohol or drugs, gross misconduct and revocation of license. Any such action may be made subject to the grievance procedure. (All discipline will be imposed even-handedly and without discrimination.)  
Employees shall be disciplined, suspended or discharged for just cause only.
- E. 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 6 REPRESENTATION**

- A. The Union shall be represented by the committee of three (3) stewards and/or 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 7 SPECIAL CONFERENCE**

- A. Upon request of the Union or the Employer, special conferences for important matters shall be arranged at a mutually agreed upon time. 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, the employee shall be paid for lost time.
- C. Bargaining unit employees shall receive their regular rate of pay for meetings called by the administration.

**ARTICLE 8  
SENIORITY**

- A. Employees hired by the Board are 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 (4) 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. Employees will acquire seniority only in their job classification. 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 (2) weeks prior to the start of each school year and when there are additions or deletions to the seniority list during the year.
- 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 is able to perform the work required.
- E. Recalls from layoff shall be in the reverse order of layoff, provided that the recalled employee is available and is able to perform the work required. A laid off employee shall retain his/her seniority for a maximum of two (2) years, at which time s/he shall lose all rights to recall.

**ARTICLE 9**  
**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 three (3) weeks 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 (1) hour's pay at regular rate for time spent on specific bid day and one (1) hour's pay for mapping on bid day. Beginning with the 2016/17 School year driver re-certification as required, will take place on a Saturday in the month of September with an alternate being made available for those who are unable to attend. In the event the GISD is unable to do re-certification in the month of September, the Union will be notified to coordinate an alternate date agreeable to both parties. In June of each year, the parties agree to meet and confer with regards to run evaluations.
- 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/Middle School:** (Drivers must select both morning and afternoon runs)
    - Morning pick up
    - Afternoon take home
  - Elementary:** (Drivers must select both morning and afternoon runs)
    - Morning pick up
    - Afternoon take home
  - Shuttles**

A shuttle run is a run that takes students either to or from one school to another school for purposes of getting students to or from their educational program.
  - Other**

Other runs are defined as any additional runs, other than those listed above that come up during the school year. Other runs will not be retained from year to year. During the school year when a school schedule changes, which will result in the number of drivers being reduced for that day, the employer will give the Union 5 days advance notice and post for those runs with seniority being the prevailing factor.

- C. The 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 number of miles remaining at their selection time, then by seniority.
  3. 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.
  4. If a driver quits, retires, drops runs or is otherwise no longer available to drive, the run will then become an open run and will be posted immediately upon the employer receiving official notification of such vacancy. The vacancy will be posted for three (3) business days and will be subsequently filled within three (3) business days thereafter.
- D. If a driver, at bid time or after timing is assessed as outlined below in E, cannot come within one (1) 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 runs will be based on actual time as tracked on the Easy Track System or an alternative system as provided by the Employer. In addition, ten (10) minutes shall be added (Driver must fob in) to the first run of the morning and the first run of the afternoon for various responsibilities connected with the operation of buses and maintenance of buses. If the driver has longer than 10 minutes between runs, the Driver is required to return to the service center and clock out until such time as the Driver needs to leave for their next run allowing time to do a walk around of

their bus. In the event a driver needs to change busses during the course of the day, drivers are required to do a pre-trip of any such bus change unless that change occurs during a run. Wages shall be calculated by actual time worked to the nearest minute.

F. During the course of the school year, if 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 forty (40) hours per week. 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 reposting 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. Shuttle Runs and Other Runs are not included in this section.

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 (3) days and filled within three (3) 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 (3) 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 10 SUBSTITUTING**

- A. The transportation supervisor will select and assign substitutes when selecting substitutes for absences called in to the supervisor 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 sign-up sheet for substituting 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.

A daily sign-up sheet for substituting will be made available the night prior by 5:00 pm for drivers to indicate their availability to substitute. A day's sign-up sheet must be signed in person by the driver by 7:00 am. Each driver who signs must indicate:

1. the driver's rank in seniority order
2. what run/runs the driver is unable to do, and
3. a phone number at which the driver can be reached for substitute assignments.

Assignments for substituting will be given out in the order in which they were received. If a driver signs up and chooses not to sub, the driver will incur a turndown. A driver who incurs three (3) “turndowns” in a semester is ineligible to substitute for the balance of the school year.

- C. If the Board decides to implement an electronic procedure for signing up for substitute runs, the Board/or designee, and the Union agree to meet to address all concerns prior to implementation.
- D. Extended sub runs: 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 15 minutes per day 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. A driver may substitute on days or on times their regular runs are not scheduled. However, they may not bump a previously scheduled regular driver or a regular driver driving on an extended sub run.

**ARTICLE 11  
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. Procedure to cover all field trips:

1. There will be a sign-up sheet for all field trips by seniority.
2. If a driver elects not to sign the field trip sheet then they will not have seniority for field trips that semester.
3. If a field trip is not covered, the lowest seniority driver on the trip sheet will be assigned that trip and will not be charged the hours for that trip. The next uncovered trip will be assigned to the next highest seniority driver on a rotating basis.
4. If a driver is assigned to do an uncovered trip and elects not to do the trip, they will be taken off the trip sheet and will not have any seniority for trips for the remainder of the semester.
5. If a driver is assigned to do an uncovered trip and wants to change with another driver, they may do so by mutual agreement with the supervisor.
6. Any sub driver who gets his/her ninety (90) days in during the school year and wants to sign the field trip sheet may do so. He/she will be placed next on the list for uncovered field trips. Drivers will have to take high hours on the field trip board.
7. If a driver is selected to do the field trip run who is not the highest seniority or eligible based on the criteria for selection, all drivers who signed will receive pay for the total time of the field trip.
8. While on field trips, drivers are to remain with the group that they are driving unless prior authorization has been approved by the Assistant Director of Transportation.

D. If field trip tickets are cancelled, the following procedures shall apply:

1. One-half 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 mailbox 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.
- E. 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 workday 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.
- F. Fuel cards shall be provided to bus drivers for extended trips at the discretion of the transportation supervisor.
- G. Any field trip that requires five (5) hours, but less than eight (8) hours, the driver shall be allowed a lunch allowance of seven (\$7.00) dollars. If the driver's time is longer than eight (8) hours, s/he shall receive an additional dinner allowance of nine (\$9.00) 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. In order to be reimbursed, the driver must provide receipt of the cost of the meal to their supervisor upon their return.
- H. All field trip tickets are to be returned to the Service Center office by 10:00 a.m. on the morning after the completion of a field trip, excluding holidays which will be turned in the next workday 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 12 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. **Warm up time shall not exceed ten (10) minutes.**
- 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 (3) or more days in succession, the employee must bring a doctor's statement.

## **ARTICLE 13 UNPAID LEAVES OF ABSENCE**

- A. The Employer may grant an unpaid leave of absence without fringe benefits for illness for a period not to exceed one (1) year upon written application to the Superintendent or designee 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. The Employer may grant an unpaid leave of absence without fringe benefits for personal reasons for a period not to exceed thirty (30) calendar days upon written application to the Superintendent or designee accompanied by a statement from the employee indicating the reason for the leave of absence. Seniority shall continue during this leave.
- C. The Employer may grant an unpaid leave of absence without fringe benefits for the purpose of engaging in study at an accredited college or university for a period not to exceed one (1) year

upon written application to the Superintendent or designee accompanied by a statement from the employee indicating the course of study and the college or university.

- D. The Employer may grant an unpaid leave of absence without fringe benefits, or will provide fringe benefits provided Council 25 reimburses the School District, for the purpose of serving in a full-time elected or appointed position with Council 25 or the International Union for a period not to exceed one (1) year upon written application to the Superintendent or designee accompanied by a statement from Council 25 or the International Union certifying said election and/or appointment.
- E. The Employer may grant an unpaid leave of absence without fringe benefits for the purpose of serving in a full-time elected public office for a period not to exceed one (1) year upon written application to the Superintendent or designee 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 Superintendent or designee if 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 Superintendent or designee and all responses to such requests shall be in writing to the employee.

**ARTICLE 14**  
**MILITARY LEAVE OF ABSENCE**

- A. The employer will follow applicable Michigan and Federal law, including the Uniformed Services Employment and Reemployment Rights Act, relating to returned uniformed servicemen.

- 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.
- 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, provided the employee timely reports to the employer pursuant to the Federal Uniformed Services Employment and Reemployment Rights Act.
- 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.

**ARTICLE 15**  
**SUPPLEMENTAL WORKERS' COMPENSATION LEAVE**

- A. Employees will be allowed to use sick leave to offset the loss or difference between regular weekly earnings and amount received from workers' 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 workers' compensation leave for over two (2) years, his/her runs will be posted as extended sub 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 16 JURY DUTY**

Employees called for jury duty shall notify their immediate supervisor immediately upon receiving notice. If an employee serves on jury duty during an employee's normal work days, the Employer will provide a jury duty supplement to make up the difference between jury duty earnings and normal daily earnings upon submission to the Superintendent or designee of a written statement of jury duty earnings from the proper court official. In the event that an employee is released from jury duty in time to report to work for all or a part of the regular shift, the employee must immediately notify their immediate supervisor of the employee's availability to return to work. An employee's seniority continues while absent for jury duty.

## **ARTICLE 17 CHILDCARE LEAVE**

A. An employee may apply for a childcare leave of absence, in writing, to the transportation supervisor. The leave may be for up to twelve (12) months. Childcare leave may be extended so the employee may return to work at the beginning of the next semester. Childcare 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 childcare 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 childcare 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 employer 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 18 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 will be paid for actual time. Bus Drivers 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 violations.
- 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.

- 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 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 payday 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 current Michigan valid Department of Transportation (DOT) Medical Examiner's Certificate for the upcoming school year. If a CDL employee does not have a valid DOT Medical Examiner's Certificate, or if that Certificate will expire during the upcoming school year, the employee will be required to undergo a physical exam before run selection for that upcoming school 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, who must who must be registered with the DOT Registry, 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 DOT physical form. Drivers will lose all rights to bid at run selection time if the required DOT physical forms are not on file in the district. EXCEPTION: A driver who is on an approved medical leave at the beginning of the school year will retain his/her runs, or bid by seniority, through the last work day of the first semester. Bidding will be done by proxy in accordance with the contract. The driver must have a physical on file by the first work day of the second semester or the runs will be posted. Drug screening will follow current DOT standards.
- 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 work shall be posted prior to the end of each school year. Employees who sign up for summer driving 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, stepfather,

mother, stepmother, child, stepchild, sister, stepsister, brother, stepbrother, 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. Emergency leaves for one (1) day shall be granted to all employees in case of death of a brother-in-law or sister-in-law.

- S. Employees selected for random drug or alcohol testing will receive regular rate of pay for the actual time spent being tested. If a selected employee goes for drug or alcohol testing on non-paid time, the employee shall receive two (2) hour's pay at regular rate.
- T. **Emergency Field Trips** – Any field trip given to the transportation supervisor to be run within twenty-four (24) hours.
- U. 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 19  
COMPLETE AGREEMENT; SAVINGS**

- A. This Agreement is the full and complete commitment between the parties on all issues which were or could have been subject to negotiation. This Agreement may be modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any provision of this Agreement determined to be in conflict with the Constitution of the United States, or the State of Michigan, or the laws of the United States or the State of Michigan, shall be null and void and the remaining provisions shall remain in full force and effect. Upon a party's request, the parties will meet to discuss the impact of a provision of this Agreement that has been invalidated by law.

**ARTICLE 20  
WAGE SUPPLEMENT FOR BUS DRIVERS**

- A. When a regularly scheduled day of school is canceled and the district does not receive a day of state aid revenue, drivers shall not be paid for runs canceled 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 by minutes of an hour using the chart in Article 10, paragraph “F”.

1.	Regular & Skill Center Runs	<u>2015-16</u>	<u>2016-2017</u>
	0 – 90 working days	\$11.71	\$11.71
	After 90 working days	\$16.00	\$16.00
2.	Field Trips	\$10.62	\$10.62
3.	Trainee	Minimum wage	

In the first pay period after school is out of session in 2016, the Drivers will receive a .75% off schedule stipend based upon the pay the drivers received during the 2015-2016 school year. In the first pay period after school is out of session in 2017, the Drivers will receive a .75% off schedule stipend based upon the pay the drivers received during the 2016-2017 school year. . In the first pay period after school is out of session in 2018, the Drivers will receive a .75% off schedule stipend based upon the pay the drivers received during the 2017-2018 school year.

4. Bus drivers who attend district sponsored Professional Development will be compensated at their regular hourly rate of pay.
5. Those bargaining unit members with the required number of continuous years in the Clio system at the end of their work year shall receive in their last check in June longevity pay as set forth below:

<u>Category</u>	<u>Amount</u>
10-15 years	\$250
16-20 years	\$300
21-25 years	\$350
26 + years	\$400

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.

6. Bus drivers who have perfect attendance for the school year will receive a Perfect Attendance stipend in the amount of \$400.00. The stipend will be paid in the final payroll of the fiscal year.
7. Buses are to be kept at the bus compound when not on runs, except with approval of administration.
8. Helping emergency runs will be at the driver's regular straight-time pay.
9. The payroll department will furnish accumulative total in all categories of earnings and deductions upon request by the employee.
10. **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 (2) 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 (1) hour sick time for each twenty (20) hours worked.
11. Fifteen thousand dollars (\$15,000) life insurance, AD&D.
12. 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 and New Year's Day.

13. 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 workweek. 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 the 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:

<b>2009 – 2010</b>	<b>\$54,000</b>
<b>2010 - 2011</b>	<b>\$56,000</b>
<b>2011 – 2012</b>	<b>\$58,000</b>
<b>2012 – 2013</b>	<b>\$60,000</b>

Each September, those drivers who are scheduled to drive five (5) hours or more per day or whose bid package includes five (5) 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 Board. 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 the 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 \$80 per month (maximum 10 months per year) toward an annuity. The annuity will be paid from the General Fund.

**Benefits for employees on leave will be paid in accordance with the Family Medical Leave Act.**

14. Those drivers who wish to work (either as a driver or substitute driver) 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.
15. 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 workday.

For time spent training a prospective driver during a driver's normal workday, the driver shall receive \$2.00 per hour in addition to his/her regular hourly rate.

**WAGE SUPPLEMENT FOR MECHANICS**

- A. Mechanics will be provided insurance protection according to the Clio Custodial/Maintenance Association. The Clio Area School Board shall provide each eligible

employee health insurance coverage for him/herself and each eligible dependent. The Board will not pay additional premiums for sponsored dependents. Those premiums may be paid by the employee. Each employee will be provided with a choice of the following plans.

**PAK A:** Health .....MESSA Choices II Specifications

Long Term Disability.....70%  
 \$5,000 maximum  
 90 calendar days  
 Freeze on offsets  
 Mental/Nervous, 2 years  
 3 months survivor benefits

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

**PAK 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

\$185/month towards annuity program for 2005-06 through 2008-09

- C. **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.
- D. **Holidays** – New Year’s Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve. In order to receive pay for holidays, a mechanic must work the last

scheduled workday prior to the holiday and the first scheduled workday following the holiday unless a doctor's slip is submitted.

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

E. <b>Wages:</b>	<u>2015-2016</u>	<u>2016-2017</u>
0 - 90 days	\$20.25	\$20.25
91 days – 1 year	\$20.75	\$20.75
After one (1) year	\$21.25	\$21.25

In the first pay period after school is out of session in 2016, the Mechanics will receive a .75% off schedule stipend based on their pay in the previous twelve (12) months. In the first pay period after school is out of session in 2017, the Mechanics will receive a .75% off schedule stipend based on their pay in the previous twelve (12) months. In the first pay period after school is out of session in 2018, the Mechanics will receive a .75% off schedule stipend based on their pay in the previous twelve (12) months.

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

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

2. Mechanics must own a complete set of hand tools that meets the specifications of the Board as determined by the transportation supervisor. The transportation supervisor has the right to verify each employee's toolbox. 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 per year of \$1,100 in each year of the contract.

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.



3. 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.
4. Mechanics called in to work on non-scheduled time will receive a minimum of two (2) hour's pay.
5. Mechanics must have and maintain a valid Michigan driver's license.
6. Mechanics with the required number of continuous years of service in the Clio system at the end of their work year shall receive in their last check in June longevity pay as set forth below:

<u>Category</u>	<u>Amount</u>
10-15 years	\$250
16-20 years	\$300
21-25 years	\$350
26 + years	\$400

## **ARTICLE 21 VALUE ADDED STUDENT SUCCESS INITIATIVE**

The parties agree that there are certain student outcomes that form the foundation for student success. The parties further agree that there are professional practices that enhance student success. To that end, the parties have defined below student outcomes and professional practices that shall be the focus of this Value Added Student Success Initiative.

### **Student Outcomes and Professional Standards:**

1. Eighty-five percent (85%) of staff attend district scheduled Professional Development.
2. Ninety-four (94%) percent of the busses must pass the annual State Police inspection.
3. Fifty percent (50%) of staff shall have or maintain current CPR certification.
4. Reduce bus referrals by five percent (5%) over prior year.
5. No more than four hundred (400) hours of deduct time taken annually.
6. Pre-trip inspection shall be prepared daily and items checked individually and forwarded to office weekly.

### **Professional Compensation:**

Staff members that achieve all of the applicable student outcomes and professional activities standards defined above shall receive a lump sum payment of one percent (1%) of member's salary, payable on the last check in June.

**ARTICLE 22  
DURATION OF AGREEMENT**

This Agreement shall be effective as of August 15, 2013, and shall continue in effect until August 15, 2017. 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 Schools  
Board of Education

BY \_\_\_\_\_  
Staff Representative

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Negotiating Team

BY \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
Negotiating Team

BY \_\_\_\_\_  
Negotiating Team

BY \_\_\_\_\_  
Negotiating Team