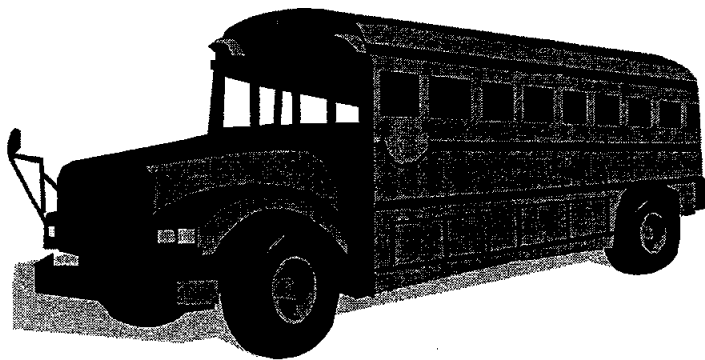


**Collective Bargaining Agreement  
between  
Carman-Ainsworth Board of Education  
and  
Transportation Association**

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ARTICLE I  
RECOGNITION

- A. The Carman-Ainsworth Community Schools Board of Education hereinafter referred to as the Board and/or Employer hereby recognizes the Michigan Education Association through its local affiliate, the Carman-Ainsworth Transportation 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 three 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. 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, providing that the person is properly certified to drive.

## 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. The Board and the Association agree to meet on a regular basis to hold problem solving conferences.
- D. The names of Association officers shall be given to the employer each year in writing.
- 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 bonafide employee activities only. In no case shall advertising or inappropriate printed/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, gender, 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, provided that such neither interferes with the educational process nor represents stands that are not in accordance with district policies.

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, or work rules that have been adopted by the Board of Education at a public meeting, specifying the part of the Agreement, or work rule, which is the subject of the grievance.
- C. Any employee believing a grievance has occurred, will along with an association representative discuss the matter with his/her immediate supervisor within ten (10) working days of the incident. If this informal attempt to resolve a grievance is used, the supervisor shall attempt to resolve the matter in a manner that is consistent with the terms of this Agreement. The employee may elect to file a grievance without exercising their right to resolve the grievance informally.

Level 1:

Grievances that are not settled informally shall be reduced to writing on the appropriate forms, signed by the grievant and delivered to the supervisor of transportation or his designee. The grievance shall be filed within ten (10) working days of the mandatory conference. The written grievance must contain the claimed violation of the agreement, or work rule and include the appropriate contract and/or work rule provision. Within ten (10) days of the filing of a grievance, the supervisor shall meet with the grievant and an Association representative to discuss the grievance. The supervisor will answer the grievance with his/her disposition on the grievance form within ten (10) working days of the meeting, giving a copy of the answer to the grievant and to the Association.

Level 2:

If the grievance is not resolved level 1, within ten (10) working days, the Association may file an appeal with the Office of Human Resources. A hearing shall be held within ten (10) working days in the attempt to resolve the grievance. Both the Association and the employer shall have the right to present and cross-examine witnesses. The Office of

Human Resources or his/her designated representative shall render his/her written disposition of the grievance within ten (10) working days of the hearing.

Level 3:

1. If the disposition of the grievance from the Office of Human Resources is not satisfactory, the Association may, within ten (10) working days, submit the grievance to arbitration. 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 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, provided that the decision is consistent with the terms of this agreement.
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 shared equally by both parties. Either party incurring incidental expenses shall be 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. Such grievances shall not be processed beyond Level II without support of the grievance committee.

E. Time Limits:

Time limits may be extended by written mutual agreement. If the disposition of a grievance is not received with the time limits above, the grievance may be appealed to the next level.

F. Miscellaneous:

A grievance may be withdrawn at any time.

ARTICLE V  
ASSOCIATION SECURITY

- A. All employees shall be required to either pay a service fee set by the Association or join as a member of the Association.
- B. All employees 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 Education Association). 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 set by the Association (including the Michigan Education Association) within 30 calendar days of the commencement of employment.
  3. The Association shall inform the Board by the first pay date 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.
  4. If the service fee or membership dues and assessment are not 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 service fee will be deducted equally from the remaining pays.
  5. The Association assumes the obligation of transmitting either membership form or service fee forms to the Board for purposes of payroll deduction.
- C. The Michigan Education Association agrees to assume the legal defense of any suit or action brought against the Board as a result of this Article. The Michigan Education 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 Education 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 Article or the damages which may be assessed against the Board by any court or tribunal.
  2. The Michigan Education Association has the right to choose the legal counsel to any said suit or action.
  3. The Michigan Education Association shall have the right to compromise or settle any claim made against the Board under this Article.

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 dollars (\$20) 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 on a voluntary basis.
- C. A safety check shall be performed daily by the driver assigned to each bus. A required safety check list shall be provided to all drivers at the beginning of each school year or at the time of any updates.
- D. Drivers are responsible for proper housekeeping of their regularly 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. Drivers involved in an accident shall immediately report the accident to the Supervisor of Transportation. 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 daily, and to complete the weekly inspection report which shall be returned to the Supervisor of Transportation on the last day of the week.
- 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. Any case of assault upon a driver shall be promptly reported to the building principal and supervisor. 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. The employer will provide defense counsel in appropriate cases but will not provide legal counsel to initiate litigation.

ARTICLE VII  
EVALUATION AND DISCIPLINE

- A. The work performance of all bargaining unit members will be evaluated in writing on the form provided. A copy of the written evaluation shall be submitted to the employee and discussed with him/her within ten (10) work days of its completion
- B. Evaluations shall be conducted by the supervisor of Transportation and/or another Carman-Ainsworth supervisor or administrator. The person conducting the evaluation shall not be a member of the bargaining unit.
- C. Probationary employees shall be observed at least one time during the probationary period. A written evaluation shall be provided at the end of the probationary period and discussed with the employee within ten (10) work days of completion.
- D. No employee may be dismissed, suspended, or otherwise disciplined without just cause, except as in Article VIII, G. The Board agrees to follow a policy of progressive discipline, which includes verbal warning, written warning, reprimand, suspension without/with pay, and termination. Discipline can begin at any level, provided that it is appropriate to the action that precipitated the discipline. The employer, in any meeting held with a bargaining unit member from which discipline could arise or where discipline is given, shall ensure that the member is represented by the Association President, Grievance Chair, Executive Board Member and/or the designated MEA UniServ representative.
- E. The employee shall have written notification of all discipline above verbal warning. A copy of disciplinary action shall be sent to the MEA representative.
- F. The employer shall not discipline any driver because of a parent/guardian complaint unless an investigation has taken place. The investigation may include meetings with the driver, supervisor, building principal, parent, student, Association representative, MEA representative, and/or others as deemed necessary. Investigations of any serious charge will include meeting with the MEA representative.
- G. Drivers shall exercise reasonable care with respect to the safety of students and property, but shall not be held individually liable for any damage or loss to person or property, except in cases of proven negligence.
- H. 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 excused absence during this period. Unexcused absences will result in either beginning the probationary period again or termination. 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, 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.
- 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 may be terminated for cause at any time by the Board in its sole discretion, provided that the termination is neither arbitrary nor capricious.

Termination for cause of a probationary employee that is neither arbitrary nor capricious is not grievable by the employee or the Association.

- 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 XI 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
  - 6. For the first three (3) months while on child care or FMLA leave.
- J. Seniority shall accrue during all paid leaves (Refer to Article XI) and for two (2) years while on Workers' Compensation.
- K. An employee who transfers to a non-bargaining unit position within the district maintains bargaining unit seniority for all years of employment in the bargaining unit. To the extent that an employee has seniority remaining in the bargaining unit, they may exercise that seniority to return to a bargaining unit position, with the understanding that for purposes of selection of runs as provided for in this agreement, an employee returning under this provision will have last choice in the selection process for a run package which their seniority qualifies them in their year of return. After two (2) years accrued seniority shall be reduced day for day while in a non-bargaining unit position. Bargaining unit seniority shall not accrue in a non-bargaining 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 Needs 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 packages and updated maps will be 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 fifteen (15) minutes of schedule time to make selections. Each driver shall be given prior notice of his/her selection appointment. Accommodations will be made for drivers working during selection time.
  - 2. A regular full time driver having sufficient seniority to select ten (10) runs must do so in order of his/her 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. A driver selecting a package of runs less than his/her seniority entitles shall be restricted from selecting a package greater than the current package for the duration of that year. A driver who drops runs from his/her initial package shall not be allowed to select a package with more runs than s/he is currently being charged. Any runs dropped will be charged. The total number of runs charged will not exceed ten. 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 (11<sup>th</sup>) runs are posted. Regular full time drivers who request an eleventh (11<sup>th</sup>) 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 Supervisor 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. Drivers selecting runs with special needs students must take training in the use of equipment and needs of the students.
  7. 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 Supervisor 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 Supervisor of Transportation. A driver will continue to be charged for the run or runs s/he drops. The Association President shall be furnished a list of all charged runs.
- (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 (11<sup>th</sup>) run, provided the total working time does not exceed eight (8) hours per day. A driver may refuse an eleventh run unless it would result in the employment of a new part time regular driver. In that 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.
- (d) If 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. The new/unassigned run shall be assigned to the most

senior driver who can do the run. Should a driver lose a run from his/her package during this time frame s/he will become eligible for the new/unassigned run only in order or seniority.

- (e) Drivers shall not exchange or combine runs without the written approval of the Supervisor of Transportation.
- (f) If a schedule of runs becomes vacant, the total schedule will be posted for three days and available for bidding on a seniority basis. 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 the remaining schedule(s). The package that remains may be assigned to a substitute.
- (g) A driver will have three (3) days to see if a run fits into his/her current package. If the run does not fit, the driver will not be charged and the run will go to the next available driver.

#### B. Substitution Procedures

1. A driver wishing to do fill-ins must sign up with 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. Drivers will be provided with their schedules by the end of the first week of student contact.
4. No driver shall be filled in for runs in excess of ten (10) runs per day, except in cases of emergency.
5. Runs will be assigned to drivers in order of seniority.
6. As soon as it is known that an absence will be ten (10) or more days, that package shall be filled for the duration of that absence by the most senior driver preferring that package who has a number of runs less than the package being filled, including those runs being charged. A package of five or fewer runs may be split and dispersed among available drivers.

ARTICLE X  
ACTIVITY TRIPS

A. Activity Trip Procedure

1. Activity trips will be offered 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 as of the time of the first trip meeting. A separate list will be maintained for regular activity trips and weekend activity trips. At selection time a trip sheet will be made available to sign for drivers who want to drive activity trips. If a driver signs up for activity trips after the initial sign up period, or is signed up and later returns from leave, that driver will be placed on the list immediately following the driver with the most activity points.
2. 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 scheduled to be in session on Friday, the meeting will take place on the preceding Thursday. If a scheduled Friday session is cancelled, the meeting will be held on the following Monday.
3. Starting with the driver having the least activity points regular drivers will select activity trips 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.

Upon completion of the procedure in #2 above, any trips not assigned will be assigned at the discretion of the Supervisor of Transportation. A driver will be charged a maximum of ten (10) points for refusing a trip in any one trip meeting.

4. In assigning all types of activity trips the driver's preference for a particular trip may not be honored when:
  - a. The appropriate equipment is not available to the driver
  - b. The driver whose run schedule has been modified cannot be available at the time the bus has been requested
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
  - d. The driver is on bereavement leave
  - e. The driver is on jury duty.

- f. The driver is at another District approved 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 including fill-ins.
  - b. The driver had his/her assigned trips cancelled
  - c. Trips that fall during a scheduled break, holidays or holiday weekends.
7. A driver will be charged ten (10) points for trips not assigned during the trip meeting in the following cases:
  - a. The driver refuses a trip which s/he can drive
  - b. A driver is absent from the Friday trip assignment meeting for any reason except as listed in 5 above
  - c. The driver picked a trip at the meeting then later turned it down (charged ten (10) points for each trip turned down)
8. A driver who is absent due to illness on the day of his/her selected trip shall be charged the actual point value of the trip.
9. 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 the next eligible driver on the activity point list.
10. Two drivers may exchange a run or runs in order to take activity trips. However, the exchange must have the approval of the Supervisor of Transportation.
11. The Supervisor of Transportation may grant approval to release a driver from one or more regular runs in order to take an activity trip. This may not be done more than twice in any week to a driver.
12. Activity trips in excess of ten (10) points which are to be driven on days when school is in session will be assigned to drivers 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).
13. 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. Trips called in after the trip meeting will not be charged if refused.

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. Drivers shall not be charged points for trips driven during vacation periods or other times when school is not in session including holidays listed in this agreement.
16. Drivers shall be paid at the amount that would have been earned for all activity trips which have not been cancelled at least fifteen (15) minutes prior to the scheduled departure time.
17. Regularly scheduled summer runs will be bid by seniority.
18. Summer trips including band camp will be assigned according to the same procedure as activity trips. Such trips will be assigned to those drivers on the original activity trip list who indicate a willingness to drive during the summer recess.
19. Overnight trips will be treated as activity trips. There shall be no penalty assessed a driver who refuses an overnight trip.
20. 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.

**B. Weekend Activity Trips**

1. Activity trips which originate on a Saturday or Sunday, or on Friday and continue to Saturday or Sunday, will be weekend trips which will be offered to regular full time and regular part time drivers.
2. A driver must work a night trip within 10 days prior to the weekend trip, unless there were no trips available during those ten days. Such trips will be assigned beginning with the driver having the least activity points.
3. A driver must be at both trip meetings prior to the weekend trip. (i.e., if the trip is on the 28<sup>th</sup>, s/he must have been at meetings held on the 13<sup>th</sup> and the 20<sup>th</sup>). (See example calendar below.)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8	9	10	11	12	13 Trip Meeting Must Attend	14 Must work 1 night event →
15	16	17	18	19 →	20 Trip Meeting Must Attend	21
22	23	24	25	26 →	27 Trip Meeting	28 Trip



4. Drivers not eligible for weekend trips are charged the highest point value of the trips available. Drivers who are eligible and turn down weekend trips are charged the highest point value of the available remaining trips.
5. Drivers are not charged for driving or refusing weekend trips that fall during scheduled breaks, holidays, or holiday weekends.
6. If a driver can do a night trip the first week, and chooses not to do so by picking a day trip, the driver needs to do so in the second week. If there is no night trip in the second week, the driver becomes ineligible for weekend trips. If there is a night trip but the driver must have runs covered in order to take it, the driver needs to take it to become eligible for weekend trips.
7. A driver is ineligible for weekend trips if she/he received any charges during the ten (10) school days prior to the weekend trip.

## ARTICLE XI 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. Drivers with regularly scheduled runs during the summer months will earn one additional sick day for each three weeks worked, up to a total of two days for six weeks of work. Additional days earned during the summer may be used during the regular school year. Days credited during the school year may not be used during the summer.
3. If the Board has reason to suspect misrepresentation or a pattern of abuse of leave days, the employee may be asked to provide verification of illness or disability. For a continuing illness or disability of more than five (5) days the employee will be asked to supply verification.
4. All employees will have the right to accumulate up to one hundred eighty (180) days of unused sick leave. Days in excess of 180 at the end of any school year will be compensated at the rate of thirty-five dollars (\$35) per day.

5. 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 (including step, adopted, and foster children), or other dependent which requires presence of the employee in order to provide the necessary care, or critical illness of the spouse, child as listed above, parents, or parents-in-law.
6. Application to have absences charged against sick days will be made in accordance with administrative directives.
7. A driver who goes on an approved unpaid leave of forty-five (45) or more working days shall, upon return, replace the lowest seniority driver having the same number of runs. A driver taking a personal illness/injury leave or FMLA leave, will have 60 days before losing his/her run package. If she/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 the number of days listed above and notifies the supervisor of transportation in writing of that intent. Drivers on personal illness/injury leave of more than thirty days must notify the supervisor of intent to return and make arrangements for a medical evaluation.
8. FMLA leave will run concurrently with other personal leaves as provided by law.

#### B. Bereavement Leave

1. A bereavement leave with pay 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, brother-in-law, sister-in-law, aunts, uncles, cousins, children of a brother or sister-in-law, step parent, step children of the driver's immediate household or grandchildren that occurs during the employee's work year. This leave shall not be deducted from the employee's accumulated sick leave.
2. One day chargeable against accrued sick days may be granted to attend the funeral of a close friend.
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 Office of Human Resources for travel.

#### C. Workers' Compensation

Any employee who is absent because of an injury or illness which is compensated under Workers' Compensation law may choose to receive the difference between the allowance under Workers' Compensation and his/her regular salary. Such differences shall be prorated against his/her available leave time. The combination of workers' compensation and sick time will not exceed the employee's regular pay.

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

Drivers on Workers' Compensation will retain rights to their own package until the end of the school year. If a driver in that situation returns and claims his/her own package, then all other drivers who changed packages due to his/her leave will return to their previous package. If a driver returns the following school year, she/he shall bid a package in seniority order if returning before the process takes place, or shall replace the lowest seniority driver having the same amount of runs as the driver had when the injury occurred.

#### 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. Upon written application to the Office of Human Resources an unpaid leave of absence not to exceed one (1) year will be granted for the purpose of Association or Public Office.
3. Upon written application to the Office of Human Resources an unpaid leave of absence not to exceed one (1) year shall be granted for the purpose of childcare.
4. Except for personal leave as provided in Article XI 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.
5. 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.

6. Applications for the extension of all leaves of absence and the disposition shall be in writing.

#### E. Personal Days

1. A maximum of three (3) days per year may be taken as personal days. Personal 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 third personal day will be granted to any employee whose absence chargeable against accrued sick days does not exceed two (2) days for the previous contract year.
3. Unused personal days will accumulate to a total of five. Any personal days in excess of five will accrue as sick days at the end of each contract year.
4. Personal days shall not be used on two consecutive workdays (including Monday-Friday) without supervisor approval.
5. In granting personal days the first driver to request a personal day will get automatic approval. A second automatic approval will be granted for requested personal days on Tuesday, Wednesday and Thursday. The approval is subject to Article XI E 1-4.

### ARTICLE XII 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, or hand delivering said letter to the employee. The employee shall sign acknowledging receipt of the notice. If any employee fails to report to work within ten (10) calendar days from the date of sending of the recall notice, 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 driver shall be granted priority status on the substitute list.

# Transportation Salary Schedule

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2006-2007 w/pool</u>
Regular Runs	\$12.76	\$12.98	\$13.17	\$13.22
Activity Trips	\$10.89	\$11.08	\$11.25	\$11.29

**ARTICLE XIII  
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 (1) regular run if such run is subsequently cancelled.
2. If 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 to which the driver is currently assigned and has driven for five consecutive days prior to the day of 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 and the preceding Friday (as long as the state requires that students are not in attendance), Thanksgiving Day, Friday after Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Memorial Day and Good Friday. Drivers having regular summer runs surrounding July 4<sup>th</sup> shall be paid holiday pay for July 4<sup>th</sup>. Beginning in 05-06 MLK Day (as long as it is not part of the student calendar).
  - (c) 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. Run Rates:**

	2004-2005	2005-2006	2006-2007
Regular Runs	\$12.76	\$12.95	\$13.14
Activity Trips	\$10.89	\$11.05	\$11.22
Shuttle Runs	Same as the Regular Run Rate ("5:15 Shuttle" is twice regular run rate)		
Carman-Ainsworth High/Skill Ctr.	Twice the Regular Run Rate		
Designated, K, Head Start	1.5 times the Regular Run Rate		

Cross District Runs

1.5 times the Regular Run Rate for those runs within the following boundaries:  
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 per each 15 minute block of time. 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 Supervisor of Transportation.
  2. Time and one half shall be paid for all hours worked for trips that begin on Saturday and/or Sunday.
  3. Pay for activity trips shall begin at the time a bus leaves the point of origin.
  4. A meal allowance of \$7.00 for breakfast/lunch and/or \$10.00 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 activity sponsor.
- E. If a mechanical failure, which is not the fault of the driver, occurs on a regular run compensation will be paid at the regular run rate for all lost runs that the driver is scheduled to pull on that day. 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. If a mechanical failure, which is not the fault of the driver, occurs on an activity trip 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. The cost of any state required TB test in whichever form is required for each employee shall be paid for by the Board.

I. Longevity shall be paid to employees on the following basis:

Upon the Completion Of	2004-2005	2005-2006	2006-2007
Five (5) years	405.00	410.00	420.00
Ten (10) years	480.00	490.00	495.00
Fifteen (15) years	535.00	540.00	550.00
Twenty (20) years	635.00	645.00	655.00

Credit toward years of service will be based on time actually worked during the contractual work year and will be calculated as of the last day worked in June. Longevity payments will be prorated for partial years worked.

Longevity compensation shall be paid on the first pay in January of each year following the school year it was earned. Employees, who retire after earning longevity (end of June or later) before the payment is made in January, shall be paid longevity in their last pay check.

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 for the purpose of figuring longevity.

- J. 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.
- K. 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 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 the CDL license renewal.
- O. For the 2005-2006, 2006-2007 and 2007-2008 years enhancements to the employee compensation will remain subject to the following conditions. Using the pool determination as set out below, the Transportation share of the pool will be 2.05%:



For enrollments (as determined by the fall student count) above 5,440 in 2005-2006, and 5,490 in 2006-2007, and 5,540 in 2007-2008 the pool will receive:

- the foundation allowance times the number of students over the threshold, times .75.
  - for foundation allowance increases in excess of \$100 per pupil, the pool and the board will each receive 1/2 of the increase.
1. Proceeds from the above described pool for 2005-2006, 2006-2007 and 2007-2008 will be utilized to fund the following:
    - One half (1/2) of pool will be applied as a percent on the salary schedule, not to exceed one (1) percent for each year.
    - One quarter (1/4) of the pool will be paid as an equal lump sum payment in December.
    - One quarter (1/4) of the pool will be held to off-set any possible pro-rations in the foundation allowance. If no pro-ration occurs those monies will be paid as an equal lump sum payment in June.
  2. If the retirement rate assessed by the State increases by more than 1.5% in either the 2005-2006, 2006-2007 and 2007-2008 school years, the Association share of the pool will pay ½ of the retirement increase above 1.5%.

## ARTICLE XIV INSURANCE PROTECTION

### A. General

1. The employer shall provide, without cost to the eligible employee, insurance as set forth in this article for a full twelve (12) month period.
2. The coverage will be subject to restrictions of the respective carriers and will be in effect for the full twelve-month period providing the employee completes his/her contracted work year.

### B. Health Insurance

1. Full-time employees hired before July 1, 1994 shall be provided MESSA Choices II Health Insurance fully paid for the employee and his/her eligible dependents. Full family coverage will be made available to the top 6 senior drivers who elect that coverage, regardless of hire date. Full-time employees with eight (8) or more runs hired after July 1, 1994 shall be provided with MESSA Choices 2 single subscriber health insurance.
2. Double coverage shall not be permitted.
3. An employee who is eligible for health care insurance (XIV B 1) and chooses to take insurance from another source shall be reimbursed for any premium and/or medical cost incurred up to a maximum of \$3,000 per year with appropriate documentation. Request

for reimbursement may be done monthly when qualification occurs, the employee shall receive a prorated portion of the \$3,000 based on the months left in the school year.

4. Health insurance will be continued for a period of six (6) months after all sick days have been used if an employee is disabled and unable to work, or until the employee becomes eligible for long term disability (LTD) insurance benefits, which ever occurs first (excluding Workers' Compensation cases).

C. Dental Insurance

Full-time employees with at least 6 runs will receive dental coverage which will include internal and external coordination of benefits. The coverage shall be equivalent to MESSA Delta Dental Plans:

1. Non-coordinating benefits, Class I, II, III at 80% with a \$1,000 yearly max; Class IV (Ortho) 80% with a \$1,000 lifetime max
2. Coordinating benefits, Class I, II, III, at 50% with a \$500 yearly max, Class IV and (Ortho) with a \$500 lifetime max

D. Vision Insurance

Full-time employees with at least 6 runs will receive vision insurance equivalent to MESSA VSP II with both internal and external coordination of benefits.

E. Life Insurance

The Board shall provide ten thousand dollars (\$10,000) life insurance to regular full time drivers.

The Board shall provide to each eligible regular full time driver not electing health care coverage the sum of \$15.36 per month from which the driver will expend the necessary amount to purchase five thousand dollars (\$5,000) 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 choices II coverage, the sum of \$13.00 per month to be credited toward one or more of the options listed below:

1. Additional life insurance
2. Short term disability insurance
3. Long term disability insurance
4. Other additional non-health insurances as may be available during open enrollment

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. Employees who have at least twenty-five (25) days of accumulated sick leave may retain three (3) of those accumulated days before receiving

either short or long term disability. The twenty-five (25) days must be in the employee's individual accumulated sick leave at the time the disability or illness begins.

- F. An eligible 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 premium for such benefits to the employer.
- G. The Board shall provide without cost to the employee vision insurance equivalent to VSP II with both internal and external coordination of benefits.
- H. The Board will provide a payout at retirement for accumulated sick days, up to a maximum of ninety (90) days, at thirty-five dollars (\$35.00) per day.

## ARTICLE XV GENERAL

- A. Adequate procedures have been provided for the equitable settlement of any grievance arising from this Agreement. The Association will not cause or authorize any strike as defined by law.
- B. The terms and conditions set forth in this Agreement represent the full and complete understandings and commitments between the parties. This agreement may be altered, added to, deleted from, or modified only through the written mutual consent of the parties.
- C. Cash advances are to be provided for fuel on all extended trips.
- D. Copies of this Agreement shall be printed at the expense of the Board.
- E. The school district shall be entitled to reschedule any days lost due to emergency closings, which are not allowed to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- F. Employees will adhere to all policies, rules, and regulations of the Board which are not in conflict with this agreement.
- G. Employees are responsible for notifying the office of Human Resources of any changes in name, phone numbers, and addresses.
- H. Special needs runs shall be reviewed every October and February of each school year.

ARTICLE XVI  
DURATION

A. This Agreement shall become effective upon ratification of both parties, June 7, 2005, and shall remain in full force and effect, without change, addition, or amendment, except as herein provided. This agreement covers the period July 1, 2004 – June 30, 2007.

This contract may be reopened by mutual agreement for negotiations sixty (60) days prior to the expiration date of the existing contract.

Carman-Ainsworth Transportation  
Association

Margaret E. Robinson  
President

Pamela J. Looch  
Negotiations Team

Deborah Hall  
Negotiations Team

Margaret Nickels  
Negotiations Team

John C. Hildes  
MEA Uniserv Director

November 9, 2005  
Date

Carman-Ainsworth Board of Education

B. W. Laender  
President

Peggy Anderson  
Vice President

David J. C.  
Secretary

Gloria Healey  
Treasurer

William K. Haley  
Chief Negotiator

November 9, 2005  
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.)

This memorandum will be effective for the 2004-2007 Master Agreement and there will be no deviation except by mutual agreement of both parties.

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*N*

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*O*

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