

MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

CLARKSTON TRANSPORTATION
ASSOCIATION
MEANEA



JULY 1, 2009 TO JUNE 30, 2011

CLARKSTON COMMUNITY SCHOOLS

CLARKSTON TRANSPORTATION ASSOCIATION MEA/NEA AGREEMENT

The Clarkston Community School District, party of the first part, and the Clarkston Transportation Association (MEA/NEA) party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of **two (2) years** beginning **JULY 1, 2009 AND ENDING JUNE 30, 2011.**

Either party desiring changes in this agreement shall notify the other party in writing at least ninety (90) days prior to the expiration of the contract. Changes may be made at any time by mutual consent.

BOARD OF EDUCATION THE CLARKSTON COMMUNITY SCHOOLS

Date

By: _____
President

Secretary

Negotiator

Negotiator

Negotiator

Negotiator

CLARKSTON TRANSPORTATION ASSOCIATION (MEA/NEA)

Date

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

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AGREEMENT

This agreement is entered into, effective **JULY 1, 2009**, by and between the Clarkston Board of Education, the city of Clarkston, Michigan, hereinafter called the "Board," and the Clarkston Transportation Association, affiliated with the Michigan Education Association/National Education Association (MEA/NEA), hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Clarkston Transportation Association as representatives of bus drivers with respect to hours, wages, and terms and conditions of employment, and other working conditions, and

WHEREAS, both parties are desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and obligations, this agreement shall not be modified, altered, or changed in any respect without mutual consent.

The Clarkston Community School District, party of the first part, and the Clarkston Transportation Association, MEA/NEA party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of **TWO(2)** years beginning **JULY 1, 2009 AND ENDING JUNE 30, 2011**.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the duration of this Agreement for employees in this unit certified by the Michigan Employment Relations Commission (MERC) on March 16, 1993 in Case No. R92 B-49. The unit will consist of bus driver personnel. Excluding at-will drivers, central office secretaries, supervisors, head custodians, grounds and system maintenance employees, building and classroom aides, mechanics, supervisors and all other employees. Call-in bus driver substitutes are recognized as members of this unit. All other substitute personnel are excluded.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
- C. The parties specifically recognize the right of each other to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of the Agreement.
- E. The rights granted herein to the Association shall not be granted to or extended to any competing labor organization.

ARTICLE II

MANAGEMENT'S RIGHTS CLAUSE

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including, but without limiting the generality of the foregoing, the right

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours;
2. To hire all employees and, subject to the provision of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, and to promote and transfer all such employees;
3. To establish special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To determine class schedules, the hours of employment and the duties, responsibilities, and assignments of the employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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 therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States."

ARTICLE III

DUES, AGENCY SHOP, PAYROLL DEDUCTIONS

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Association, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of the date of hire by the employer, whichever is later, become members of the Association, or in the alternative, shall as a condition of employment, pay to the Association each month a service fee in the amount equal to the regular monthly Association membership dues uniformly required of employees of the employer who are members, but shall not include any special assessments or other requirements of the Association for special support from its members in excess of regular dues.
- B. An employee who shall tender written authorization for deduction of membership dues (or service fees) uniformly required as a condition of acquiring or retaining membership in the Association shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Association.
- D. The Association shall indemnify and save harmless the District from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the District for the purpose of complying with this Article, subject however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.
- E. The Board shall make payroll deductions upon written authorization from employees.
1. Authorization for the following list shall be delivered to the Board Office ten (10) days prior to the deduction:
 - a. Credit Union
 - b. Tax Sheltered Annuities
 - c. United Fund
 - d. Clarkston Foundation
 - e. MEA Financial Services Long Term Care Insurance

ARTICLE III - DUES, AGENCY SHOP, PAYROLL DEDUCTIONS (con't)

2. Upon authorization, the Board shall deduct one tenth (1/10) of the Association dues or service fees each month for ten (10) months beginning in September and ending in June. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association Constitution and Bylaws. Such dues or fees collected shall be remitted to the person authorized by the President of the Association.

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employees covered by this Agreement with respect to hours, wages or terms or condition of employment. The Association also agrees that it will not discriminate against any member of the Association with respect to hours, wages or terms or conditions of employment.
- B. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours. Any use of buildings shall be governed by Board policy.
- C. Employee representatives of the Association shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to post notices of Association activities on a bulletin board in a mutually agreed upon location, provided, further, that the bulletin board shall not be used by the Association for political material or the like.
- E. No employee shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- F. Association Leave:
1. There shall be 40 hours per year to be used for association business if needed, to be used in increments of one (1) hour or more. These days must be approved by the Association President and will require a five (5) day written notice to the immediate supervisor. Under extenuating circumstances, the five (5) day written notification period may be waived by the Superintendent. An employee approved to use a day will be paid at the employee's base rate (not overtime) and no deduction in the employee's paid leave will result. The district reserves the right to deny association days when the absence of an employee would cause an extreme hardship to the district. While on association time, employee will be held harmless and not be charged for the refusal of trips, midday runs, etc.
 2. Additional days, if needed, may be granted by the Superintendent/designee upon request of the Association President.
 3. If the Association President/designee is called in during uncompensated time by the administration, the President/designee will be paid at base rate for a minimum of one-half (½) hour.

ARTICLE V

PROTECTION OF EMPLOYEES

- A. The Board recognizes its responsibility to give support and assistance to employees with respect to the maintenance of control and discipline.
- B. The employee shall promptly report any case of assault on the association member to the Board of Education or its designated representative. The Board shall advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with the handling of the incident.
- C. If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of their employment, the Board shall render all justifiable assistance to the employee in their defense.
- D. Time lost due to action taken by the district in connection with any incident mentioned in this Article shall not be charged against the employee if exonerated of the charge.
- E. Employees shall be verbally notified of complaints made against them by parents. No action shall be taken nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. Assistance of the administrative staff will be given in the disposition of the complaint.

ARTICLE VI

JOINT COMMITTEE

- A. When important matters of mutual interest to the employer and the Association occur, a Joint Committee may be created to discuss alternatives available.
- B. Should it become necessary that the representative(s) of the Board and Association meet to discuss a problem of mutual interest, the parties, through mutual consent (and with the approval of the Superintendent/designee), may schedule meetings during duty hours. In such cases, the employee(s) representing the Association shall not suffer loss of pay or paid leave.

ARTICLE VII

JURISDICTION

- A. The employer agrees to respect the jurisdictional request of the Association and shall not require employees, other than employees of this Association, to perform work which is recognized as the work of the Association in the units in which they are employed, except in cases of emergencies, acts of God, or unavailability of an employee or substitute employee. The Board's use of judgment and discretion shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- B. The Association agrees that when employees are placed on a return-to-work program from a Workers' Compensation leave or injury leave, those employees of this Association may be assigned work to a light-work position in any unit of this Association or to a non-union position during their period of recovery. The rate of pay would be at the rate of the employee's regular position.
- C. Programs that would have local, county, state, or federal workers doing bargaining unit work will only be implemented with the understanding that no employee of the affected unit will lose their job.

ARTICLE VIII

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The employer shall not discipline, suspend or discharge any employee without just cause.
- B. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than eighteen (18) working months previously, provided however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. An employee will be notified of discipline regarding violations of the contract within five (5) working days of the incident. The five (5) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association Representative to the employer within five (5) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the Superintendent's level of the grievance procedure.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent or his designee agrees to hold a hearing upon written request of the employee involved. The Superintendent or his designee shall render a written decision to the employee within ten (10) working days following the hearing. The decision of the Superintendent will be final.
- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.

ARTICLE IX

PROBATIONARY EMPLOYEES AND SENIORITY

A. Probationary Period:

1. Employees hired new to the district, or rehired after having resigned, who are members of this bargaining unit, as defined, shall serve a probationary period of ninety (90) actual working days in their job assignment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year. The ninety (90) working day probationary period shall be extended for any absences of the employee during that period, by the number of said absences, excluding worker compensation and jury duty. Based on the employee's written evaluation and at the discretion of the Administration, the ninety (90) work day probationary period may be extended up to an additional ninety (90) work days.
2. After ninety (90) work days in their job assignment, credit for paid leave and holiday pay shall be granted to the employee for whom this agreement provides holiday pay and/or sick leave (see Article XVI). Such benefits shall not be retroactive to their date of hire.

B. Seniority:

1. Seniority shall be determined as follows for employees hired after July 1, 2007:
 - a. Seniority shall begin on the first day the employee begins his/her work assignment.
 - b. The seniority date shall be adjusted for any unpaid absences during the probationary period excluding absences due to workers' compensation and/or jury duty. The adjustment shall be one (1) day for each day of said absence.
 - c. If two (2) or more employees have the same seniority date after completing their probationary periods, the order of seniority shall be determined by their hire dates. If they have the same hire date, the order of seniority shall be determined by their time of hire.
 - d. For the purposes of being considered for regular driver status, call-in drivers' seniority shall be determined from date of hire and based on the number of hours actually worked. The driver with the highest number of hours actually worked will be considered more senior for purposes of this section.

- C. If an employee has seniority in the bargaining unit, leaves the bargaining unit for another job within the district, and later returns to the bargaining unit, previously acquired seniority shall remain in effect. No seniority shall accrue for time spent working outside the bargaining unit. Any time spent working for the district, outside the bargaining unit, as a full-time employee (thirty (30) hours or more per week) shall count fully for salary schedule placement, and longevity pay. Return shall only be to an open position after transfers, recalls, and/or returns from leave, if any, have been completed.

ARTICLE IX PROBATIONARY EMPLOYEES AND SENIORITY

- D. The Board will provide annually to the Association a seniority list showing the names of all employees in the bargaining unit, salary step, hourly rate, and date of hire as of the effective date of this Agreement. The Board will provide all information needed to keep the seniority list current to the Association President/designee.
- E. Loss of Seniority: Employees shall lose seniority for the following reasons:
1. If the employee quits or retires.
 2. If the employee is discharged and the discharge is not reversed through the grievance process of this Agreement.
 3. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure provided herein, unless explanations for the absence and lack of notice which are satisfactory to the employer are given.
 4. Any absences during the probationary period, excluding worker compensation and jury duty, will result in an adjustment of the employee's seniority date by the number of said absences. (Example: Hire date of November 15, probationary employee has five absences, the new seniority date will be November 20.)

ARTICLE X

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Agreement.
2. Grievant - Term used to specify one person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Transportation Association.

B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of the immediate supervisor within five (5) work days of the alleged violation. The grievant, if desired, may be accompanied at any time during the proceedings by an Association Representative.
2. If no solution to the grievance is found in Step 1., the grievant must, within five (5) work days, resubmit the grievance, in writing, to the immediate supervisor, utilizing the Professional Grievance Report Form in the Transportation Office. Within five (5) work days of receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate their disposition of the grievance in writing within five (5) work days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the Article and Section of the Master Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the immediate supervisor's disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) work days. The Superintendent or the designee, within five (5) work days, shall meet with the grievant, the immediate supervisor, and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.
 - a. If the grievance is not settled in Step 3., the Association may, within ten (10) work days after receipt of the written decision, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board of Education office.
 - b. Within ten (10) work days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) work day period herein provided, either

ARTICLE X - PROFESSIONAL GRIEVANCE PROCEDURE (con't)

the Board or the Association may, within twenty (20) work days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association, and the hearing shall be conducted under the rules of said Association.

- c. The arbitrator shall hear the grievance in dispute and shall render a decision in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of the authority as set forth herein.
 - d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
 - e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No matter involving a probationary employee shall be considered or decided upon by an arbitrator. Any matter involving the content of employee evaluations shall not be subject to arbitration.
 - f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
4. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement.
 5. Grievance procedures as discussed in this Article of the Master Agreement will be adhered to during hours that do not conflict with normal working duties, unless time adjustments are mutually agreed upon by both parties.
 6. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

ARTICLE XI

CONDITIONS OF EMPLOYMENT

BUS DRIVERS

A. Regular Drivers

1. Regular drivers are required to report on schedule and shall report for duty in the morning and in the afternoon at their assigned time (excluding mid-day assignments).

Morning:	5:30 a.m. - 10:15 a.m.
Mid-day:	10:15 a.m. - 1:30 p.m.
Afternoon:	1:30 p.m. - 5:30 p.m.

2. Drivers' assignments will be created by the Supervisor of Transportation. Bus drivers shall bid on these assignments annually and will be assigned on the basis of seniority. If an assignment is not selected, it will be given out to the lowest seniority driver. The Supervisor of Transportation will attempt to create assignments of similar driving time, when possible.
 - a. Drivers shall be paid one and one-half (1½) the regular hourly rate for driving time over eight (8) hours in a twenty-four (24) hour period. There shall be no mandatory overtime except in the completion of a run or except in cases of emergency.
 - b. An assignment above and beyond a regular assignment may be given out by the transportation supervisor if the supervisor determines that time is available (lowest seniority first). No additional compensation shall be given.
3. Drivers must meet state and local laws and ordinances. Requirements include: (Areas listed are subject to change.)
 - a. Commercial Drivers License (C.D.L.) with Group "B" Passenger Air Break and S Endorsement and a (C.D.L.) Approved Road Test.
 - b. Criminal records check - new hires.
 - c. Written and driving test.
 - d. Driving record - acceptable six (6) points or less.
 - e. Physical examination (annual).
 - f. State Certification.
 - g. Attendance at safety classes.
 - h. Drug and Alcohol Testing.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

4. A driver or supervisor may request a mid-year transfer for just cause such as assignment or parental problems. If no regular, part-time or call-in driver selects said assignment following regular posting procedure, the lowest seniority call-in driver will be assigned said assignment. The driver requesting such transfer will then become a call-in driver. If the supervisor requests the transfer, that driver will become a permanent substitute until the next available regular assignment. The supervisor will furnish the driver the reasons for the transfer in writing.
 - a. If any proposed changes in assignments are made, the Association designee will be notified prior to implementation.
5. Open assignments will be posted for five (5) working days. Assignments shall be made within five (5) calendar days after removal of the posting. No open assignment will be posted after May 1.
 - a. Open assignment will be posted for ten (10) calendar days during the summer. Assignments shall be made within five (5) calendar days after removal of the posting.
 - b. Up to a three (3) working day trial period shall be allowed for regular assignments and up to a ten (10) working day trial period shall be allowed for special education assignments. After the trial period, the driver may return to the former assignment. Following the trial period, the supervisor may return the driver to the former assignment. Reason must be given in writing, upon request.
6. If a driver terminates their employment, all rights and benefits will be discontinued. All regular and substitute drivers shall notify the transportation department in writing no later than July 1 as to their intent to terminate employment for the coming year.
7. In cases where two or more drivers have equal seniority, assignments will be made according to Article IX.
8. If an illness occurs on the day before or the day after a holiday, the employee must present a physician's statement to the transportation supervisor upon their return to work. Failure to provide a statement will result in an unexcused absence for that day and no pay.
9. To be absent from any part of a daily assignment, a driver will notify the Supervisor of Transportation prior to 5:00 a.m. of that day except when such timely notice is impossible.

B. Substitute Drivers

1. Any driver removed from their assignment by the request of the supervisor will become a permanent substitute until another assignment becomes available. Permanent substitute drivers will be assigned before any call-in driver.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

C. Call-In Substitutes

1. It is the intent of the transportation supervisor to use call-in substitutes for replacing regular drivers when they are not available due to absence or regular drivers have been canvassed and declined an assignment.
 - a. Call-in substitutes must meet state and local requirements.
 - b. Call-in Substitutes shall receive beginning driver's hourly rate. Call-in Substitutes must complete the required hours of in-service training and drive a minimum of ninety (90) work days to complete the probationary period.
 - c. No call-in driver will be used for a special trip until all drivers on the special trip list and all regular drivers have been canvassed and refused.
 - d. Equalization of call-in driver hours will be computed and posted by each call-in driver.
 - e. When a call-in driver is called in with less than one (1) hour notice, the bus they are driving will be started and checked out, when possible.
 - f. To the greatest extent possible, call-in drivers will drive when called to work.
 - g. Any call-in driver hired after the first day of school will be assigned the averaged hours for call-ins.
 - h. Call-in drivers may be otherwise employed in the Clarkston Community School District outside the transportation department providing their first responsibility will be to the transportation department and the position is outside of **CTA**.
 - i. When a call-in substitute is used in place of a regular driver, the call-in substitute will receive that driver's assigned hours.
2. Laid Off Bus Drivers as Call-In Bus Drivers
 - a. It is the intent of the transportation department to give bus drivers currently on layoff first choice on daily subbing as call-in drivers. There will be equalization of hours of laid off bus drivers used as call-in bus drivers.
 - b. If a bus driver on layoff is used as a call-in driver, they shall be paid at the rate of pay obtained on the day of layoff. If the driver on layoff being used as a call-in driver would have obtained the next level on the pay scale had they not been laid off, their rate of pay will be as it would have been had they not been laid off.
 - c. If a laid off bus driver refuses work as a call-in driver, this fact shall have no consequences of any nature in respect to their employment in this school district.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- d. Drivers laid off shall be called on the same basis as in the layoff provisions of this contract.
- e. When a laid off bus driver is used in place of a regular or part-time driver, the call-in substitute will receive that driver's scheduled hours.

D. Part-Time Bus Drivers

- 1. Definition: A driver with at least one regularly scheduled daily assignment (excluding mid-day assignments).
- 2. Drivers accepting this assignment may still be eligible to substitute for other assignments, including mid-day and special trips.
 - a. Part-time drivers shall be eligible to sign up for or maintain mid-day assignments.
 - b. When a part-time driver is being used in the capacity of a call-in driver, their hours will be equalized with the call-in drivers. Choice of assignments will be given out by equalization of hours except when all call-ins are working. In that situation, high seniority shall have choice.
- 3. No regular bus driver will be forced to accept a part-time or call-in position on a permanent basis.
- 4. No laid off driver will be forced to accept a part-time position on a permanent basis to maintain their recall rights.
- 5. Part-time drivers employed on a permanent basis will be paid at their per diem rate for paid leave and holidays.
- 6. Laid off drivers shall have the choice of becoming part-time drivers on the basis of seniority.
- 7. Part-time positions shall be posted. When any additional assignments are added to a part-time assignment, said assignment shall be posted.

- E. The parties agree that problems with dismissal and/or departure times at buildings and requests to change student stops may be proper subjects for a special conference.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

MID-DAY ASSIGNMENTS

- F. Any regular driver, permanent substitute, or permanent part-time driver shall be eligible for mid-day assignments by posting their name on the designated list. Mid-day assignments will be created by the Supervisor of Transportation. Bus drivers shall bid on these assignments at the beginning of each school year and will be assigned by seniority. Selections by drivers will be based on information regarding time available on each assignment. On the fourth (4th) Friday after school starts, mid-day assignments will be available for re-bidding *only* for those drivers who accepted a mid-day run on orientation day. These mid-day assignments will be assigned by seniority and not be considered as open assignments. The Assignments will begin on the next Monday. All posting of mid-day assignments after the fourth (4th) Friday after school starts will follow Article XI A. 5, Conditions of Employment.
1. A regular or part-time driver shall be eligible for two (2) mid-day assignments only when an assignment has been posted and refused by all eligible drivers.
 2. A driver having a double mid-day assignment will continue to the end of the school year unless another driver becomes eligible or an assignment is canceled. In such instance, the driver having the double mid-day assignment will have first choice of which assignment to keep but must give up one. If no driver becomes eligible or no assignment is canceled, it will be re-posted at the beginning of the next school year. If the assignment is not signed for, it shall be reassigned to the previous year's driver.
 - a. A driver will not lose a mid-day assignment that he/she is substituting on if he/she is on a pre approved day, the doctor has the employee off, or on-the-job injury (excluding sick day). The doctor's statement must state that the employee was unable to work on the days of absence and must be submitted at the beginning of the work day.
 3. If a driver of a double mid-day assignment is absent, assignments may be split and given out from the sub board.
 4. Seniority guidelines shall be followed in assigning mid-day assignments.
 5. If a driver loses a mid-day assignment due to elimination of the mid-day assignment that driver may take the assignment of the lowest seniority driver, providing the driver has more seniority.
 - a. The lowest seniority driver that has lost his/her assignment will be given first choice on any open mid-day assignment on a one-time basis for the remainder of the school year.
- G. Any regular, permanent substitute or permanent part-time driver wishing to substitute on a mid-day assignment, in the absence of the regular driver, shall indicate this desire on the designated list any time during the school year.
1. Any driver who is eligible to sign up to substitute on orientation day and fails to do so may sign up at any time during the year, however, they will receive the highest mid-day hours.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

2. Any driver who becomes eligible to sign up to substitute after orientation day and signs up will be assigned averaged mid-day hours.
 3. A driver who has two (2) mid-day assignments permanently shall not be eligible to substitute on mid-day assignments.
- H. Should the first driver on the sub list be unavailable, each succeeding name on the list, beginning with regular drivers, followed by part-time drivers and call-in substitutes, in that order, shall be canvassed until a driver is obtained. Hours shall be equalized. Drivers refusing to drive will be charged with the time.
1. When the number of names on the designated list is insufficient for the district needs, the supervisor shall have the right to make assignments on a seniority basis, the least seniority driver to be assigned first.
- I. Drivers shall be guaranteed one (1) hour pay when called in. Anything over one (1) hour shall be paid to the driver at the regular rate.
- J. When drivers have an assignment at mid-day and are absent for that assignment, they shall not be paid for that assignment, only, provided they drove their regular assignment.
- K. If a driver is absent five (5) consecutive days or less, the driver will be charged with the hours of mid-day runs that the driver would have been eligible for. If the driver is off *more* than five (5) consecutive days, that driver will return with the averaged mid-day hours or their actual mid-day hours, whichever is higher.
1. To be absent from the mid-day assignment, a driver must gain approval prior to 6:30 a.m. of that day, except when such timely notice is impossible. Unapproved absences will be unexcused. More than two (2) unexcused absences without just cause, as determined by the supervisor, shall result in the driver being removed from his/her mid-day assignment and that assignment will be posted. Said driver will not be eligible for any mid-day assignment for the remainder of that school year, at which time he/she may bid if a mid-day assignment opens.
 2. If losing a midday assignment by choice or under the above conditions causes the driver to no longer be eligible for full Board-paid health benefits, said drivers benefits will terminate until the driver re-qualifies.
- L. A driver with a mid-day assignment may request a mid-day substitute driver to ride with them on an assignment for the first two (2) days for assistance and familiarization of the assignment, only with the approval of the Supervisor of Transportation and his/her decision will be final. The mid-day substitute will be paid at the regular hourly rate.
1. Regular drivers may be used to substitute after all mid-day substitutes have been canvassed. Call-ins may be used to substitute after all regular drivers have been canvassed.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

SPECIAL EDUCATION

- M. Definition: A Special Education driver is a regular driver whose seven (7) hour assignment includes Special Education students on a morning, mid-day and afternoon assignment.
1. Special Education morning, mid-day, and afternoon assignments may vary outside the guidelines.
 2. All special education runs will be posted by the orientation meeting. Only those special education drivers that signed up on the orientation day will be eligible to bid on a special education run on the fifth (5th) Friday after school starts.
 3. By the fifth (5th) Friday after school starts, all Special Education assignments will be evaluated for assignment times. Special Education drivers will bid on their assignments and be assigned on this date based on seniority. These assignments will begin on the next Monday.
 4. The bidding process on the fifth (5th) Friday after school starts will not be considered as an open assignment.
- N. A ten (10) working day trial period shall be allowed for Special Education assignments. Any time during the trial period, the supervisor may return the driver to their former assignment. Reasons will be given in writing, upon request. At any time during the trial period, the driver may elect to return to the former assignment.
- O. Any time Clarkston Schools are closed, Special Education assignments will be consolidated whenever possible and given out to the high seniority driver. In the case where only one student is involved, the driver of that student would do the assignment and would be paid a minimum of two (2) hours.
- P. Mid-Day Assignments on Special Education Assignments
1. If a driver takes off their mid-day assignment, a substitute will be taken from the regular mid-day substitute list.
 2. Mid-day assignments are assigned to Special Education drivers who drive to that school in the morning whenever possible. If more than one driver drives to the same building, seniority will prevail.
 - a. Drivers of the previous year shall have a choice on the basis of seniority.
- Q. Summer Assignments on Special Education
1. All assignments will be discontinued the last day of school for Clarkston, except drivers will be allowed to finish their regular assignments up to a maximum of ten (10) working days.
 3. Assignments that are to continue through the summer shall be consolidated wherever possible

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

and shall be given to the driver with the highest seniority.

3. Upon request, up to ten (10) days of time off without pay shall be allowed for those drivers who drive the consolidated assignments during the summer. These days must be taken in five day blocks of time.
4. Substitutes for these assignments shall be taken from the summer assignment list.
5. Summer assignments are paid a minimum of two (2) hours.

R. Discontinuation of Special Education Assignments

1. When a Special Education assignment is discontinued, the driver with the lowest seniority in Special Education will be displaced. This driver would then be allowed to displace the lowest seniority driver in general education providing the Special Education driver has more seniority.
2. If a Special Education assignment reopens, or a new assignment is established, the driver shall have recall rights for the remainder of the school year.
3. If a regular bus assignment opens and the driver signs for and is awarded that assignment by seniority, then all recall rights are forfeited at that time.
4. If a Special Education assignment becomes open and a Special Education driver is in the recall position, the open assignment does not need to be posted but may be assigned to said driver.
 - a. If the driver in the recall position refuses the Special Education assignment, then they forfeit all recall rights and the assignment must be posted.
5. Special Education drivers are governed by and shall receive all benefits of this contractual agreement, except where items listed in this Article note exceptions.
6. When an IEP requires a special education student to receive transportation, the driver and/or supervisor will be allowed to attend a transition meeting to discuss rules, care needs of the student and discipline procedures for that student.
 - a. Student Support Services is responsible for requesting needed equipment to service a student with special needs.
 - b. If a student is moving from one level to another (EL/MS or MS/HS), during the transition IEP Student Support Services is responsible for notifying the Transportation Department of student equipment needs.
 - c. Bus drivers will be given a written bus plan before the student may ride the bus.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

SPECIAL AND SUMMER TRIPS

S. Special Trips

1. Drivers **who have regular routes or are a permanent substitute driver**, shall post their own name at the required intervals to be eligible for special trips. (Individual drivers are responsible for notifying the transportation office, in writing, of desired addition or deletion from the list. Any driver adding their name to the list after the start of special trips will start with the highest number of accumulated hours.)
 - a. A one (1) year period of seniority with Clarkston Transportation Department shall be required for eligibility to drive special trips.
 - b. Any laid off driver that is recalled or call-in who becomes eligible by receiving a regular route or becomes a permanent substitute driver after the first day and wishes to drive special trips shall have their hours averaged.
 - c. Should the first driver be unavailable, each succeeding name on the list will be canvassed until a driver is obtained. Three (3) consecutive refusals without just cause will result in the driver's name being removed from the list for the rest of the school year. Exception see Article IV, F.1.
 - d. If a driver voluntarily removes their name from the list during the year, their name will remain off the list for the remainder of that year.
 - e. Any regular or part-time driver may be assigned a trip if the supervisor determines that time is available during their regular daily assignment (lowest seniority in the vicinity first). Involuntary trip assignments will only be given due to a shortage of drivers and/or buses and should not interfere with the time schedule of the driver's regular daily assignment. The intent of these trip assignments is not to cause any regular trip driver a loss of trip time or pay. A call-in substitute may be used as a trip driver if they are subbing on the regular daily assignment that is determined to have time available.
2. Drivers shall be assigned to trips on the basis of equalization of hours, to be cleared at the end of the school year and started over at the beginning of the school year. These hours will be charged for actual trip time.
3. Each driver shall be given two (2) days advance notice for special trips. When school is closed due to acts of God or holidays and notice is not given, the hours will not be charged against the driver. When the trip is refused by one driver and is taken by another, the hours of said trip shall be charged against both drivers after the trip is made. Pick-up/Drop off Trips - for the purpose of charging hours for pick up and drop off trips: If you decline a trip that was assigned as a pick up/drop off trip and it is later changed to a regular trip, the drivers that declined will be charged with the pick up/drop off time only.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

- a. When a driver is given a two-day notice and accepts a special trip and then refuses the special trip on the day of said trip, for any reason other than illness, emergency or work-related injury, that trip will be double-charged in red to said driver. If the driver is unavailable due to other than work-related injury on the day of said trip, the driver will be charged the actual trip hours in black.
4. If a driver is to be absent five (5) consecutive days, the driver will be charged with the hours for trips the driver was eligible for. If the driver is off *more* than five (5) consecutive days, the trip hours will be averaged upon the driver's return.
5. Drivers will be guaranteed one (1) hour regular pay when the driver reports for special trips during scheduled time off if the trip is canceled.
6. Special trip is defined as any trip that is not a regular daily assignment.
7. All special trips shall have chaperons on the bus unless otherwise determined by the transportation supervisor. Each chaperon will receive a copy of the bus rules and chaperon responsibilities prior to each trip. Time will be allowed before the trip for the driver to confer with the chaperon regarding acceptable student conduct for that trip at the option of the driver. After the trip, if a driver's trip report denotes any problem, the driver will receive a copy of the final disposition of the problem. If a conflict between a driver and a chaperon exists, a meeting with an appropriate supervisor will be held to discuss such conflict. The transportation supervisor may accompany the driver at such meeting, at the driver's request.
8. Sign-Up for Special Trips
 - a. One list for Monday through Friday.
 - b. List for Saturday, Sunday, holidays, and paid days off.
 - (1) Driver's name must be on the Monday through Friday list before they can sign up for Saturday, Sunday, holidays, and paid days off.
 - c. The driver with the shortest hours gets the longest trip out that day and their choice if more than one (1) is available.
 - (1) On Thursday or before, trips will be given out for Saturday and Sunday.
 - (2) On Friday or before, trips will be given out for Monday and Tuesday.
9. Whenever possible, the supervisor will allow one-half (1/2) hour pre-trip time for preparation and loading.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

10. Except in cases of emergency as determined by the supervisor or designee, doubling of assignments will not be allowed for the purpose of covering special trips.
11. The District agrees not to split trips to avoid using a driver, with the exception of overnight trips.

T. Summer Trips and Summer Assignments

1. A summer assignment is defined as an assignment operating between school years and is not a continuation of a regular general education assignment.
2. A summer trip is defined as a special trip driven after the last day of school and before the first day of school.
3. Drivers desiring summer trips or assignments shall post their name on the designated lists which shall be posted one (1) month prior to the close of the school year. (The same summer trip sign-up procedure that is used during the regular school year will be followed in the summer.)
 - a. One list for summer assignments.
 - b. One list for summer trips.
 - c. One list for weekends, holidays, and paid days off.
4. Should the first driver be unavailable, each succeeding name on the list will be canvassed until a driver is obtained. Three (3) consecutive refusals without just cause will result in the driver's name being removed from the list for the remainder of the summer.
5. Drivers should not post their name unless they are available to drive daily until each summer program ends. The regular driver assigned to a summer assignment is eligible for summer trips.
6. If circumstances require the driver to remain with the bus during lunch, no time will be deducted for lunch.

PAY FOR SPECIAL TRIPS

- U. Drivers shall be paid for special and summer trips from the beginning to the end, including hold-over time. Anything over eight (8) hours in a twenty-four (24) hour period will be paid at one and one-half (1½) the regular hourly rate. Drivers will be paid one and one-half (1½) times their regular hourly rate for all Saturday special trips providing the employee has worked the preceding scheduled work day. Drivers will be paid one and one-half (1½) their regular rate for all hours over 40 in that work week. Double time will be paid for trips on Sundays and holidays.

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

1. A driver taking a special trip on a paid day off will receive the regular hourly rate for chargeable trip hours (excluding legal holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, and July 4).

V. In cases where one-half (1/2) hour or less exists between a regular assignment and a special trip, driver's time shall be continuous.

CANCELED DAILY ASSIGNMENTS

Cancellation - temporarily stopped as stated in this agreement.

W. Canceled Daily Assignments:

1. Drivers scheduled to drive regular assignments on any given day shall receive regular compensation for that day when one (1) or all assignments are canceled.
 - a. If an early dismissal occurs due to acts of God, drivers will be fully compensated for such days.
2. When a portion or all of a driver's assignment is canceled, that driver may be issued other assignments at no additional compensation (lowest seniority first).
3. When mid-day assignments are canceled those drivers may be assigned, if necessary, to other mid-day assignments (lowest seniority called first).

X. Discontinued (Completely Abolished or Stopped) Regular Assignments:

1. When part of a driver's regular assignment is discontinued, the driver will be given first consideration on a new or open assignment, based on seniority.
 - a. If a driver loses an assignment at any building due to discontinuation or consolidation for any reason, and has that assignment replaced at that building, and later that school year the assignment is reinstated at that building, the driver that lost the assignment may choose to take that assignment back.

Y. Consolidation of Assignments:

Consolidation - to combine two or more assignments or portions of assignments.

1. When two (2) or more assignments are consolidated, the drivers involved shall have the choice of assignment by seniority.

Z. In Case of Emergency

1. The Administration reserves the right, in the event of any emergency situation, to assign any driver on the premises or in the immediate vicinity to any driving assignment.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

Employees of this association will have rights to vacancies and transfers within the transportation department. Employees on Workers' Compensation may be returned to a light duty position in any classification provided no layoff is caused by the light work assignment.

A. Vacancies

1. The Board declares its support of a policy of filling all vacancies from within its own personnel. If the district determines that a vacant position is to be filled, the position will be posted after use of a substitute for a maximum of ten (10) days.
2. All vacancies and new positions are to be posted five (5) working days prior to opening the position. The posting will contain the position to be filled, the start of the work week, day, time, shift needs of the district, the length of the work year, and the qualifications required. The posting shall be made in all Clarkston Community School buildings.
 - a. Vacancies that occur when school is not in session will be posted for ten (10) working days with written notification to the President/designee(s).
 - b. Bus Drivers: See open assignments under Article XI, A.5.

3. Transfers

- a. Requests by an employee for a transfer to a different building/position shall be made in writing to the Superintendent or the Executive Director of Human Resources. The application shall set forth the reasons for transfer, the school or position sought.
- b. An involuntary transfer of bus drivers will be made only in case of emergency including when relationships of co-workers create situations that may negatively affect the work place. The Superintendent or the Executive Director of Human Resources shall notify the employee of the reasons for such transfer. If the employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure. Transfers of bus drivers will follow contract language in Article XI, A.4.

4. Definitions:

- a. Vacancy - Any opening within the bargaining unit.
- b. New Position - An opening within the bargaining unit which expands the bargaining unit membership.
- c. Transfer - A movement of a bargaining unit member from one position or building to another position or building.

ARTICLE XIII

LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of employees through general layoff, probationary employees will be laid off first. All other employees will be laid off in order of seniority. (The employee having the least seniority will be laid off first.) Recall will be in reverse order of layoff.
1. If, as a result of layoff, a seniority employee would be moved to a position that the employee feels would be unacceptable, that employee may choose to be voluntarily laid off and the highest seniority employee scheduled to be laid off would be recalled to such position.
 2. If, as a result of layoff, a seniority employee is moved to a position not previously occupied by said employee, a thirty (30) working day trial period will be in effect. If, within twenty (20) working days of the start of the trial period, the employee, the supervisor, or the Executive Director of Human Resources determines that the employee is having difficulty with the assignment, one of the following options will apply:
 - a. The employee may be transferred voluntarily or involuntarily if such transfer would not result in the layoff of an employee of higher seniority.
 - b. The employee may be voluntarily laid off and the highest seniority employee on layoff will be recalled.
- B. All employees will be given a minimum of thirty (30) calendar days notice if layoff becomes necessary. In the event of a severe financial emergency, and after consulting with the Association President, the thirty (30) day notice provision may be shortened to no less than ten (10) work days.
- C. If a laid off employee resigns during layoff, the laid off employee will receive severance pay for unused paid leave days according to Article XIX, Compensation, Section F.
- D. A recall notice will be sent by registered mail to the address currently recorded in the Board of Education Office. Failure to respond within ten (10) working days will be deemed a resignation. Each employee on layoff will be responsible for informing the Personnel Department of any change of address for notification.
- E. Laid off employees will remain on recall status for a time equal in length to their seniority in the district or three (3) years, whichever is lesser, but no less than twelve (12) months. No laid off employee shall be obligated to accept a part-time position to maintain their recall rights. However, acceptance of an interim part-time position will not prevent the employee from being recalled to his/her regular position.
- F. In the event, that the Board elects to layoff all, or substantially, all bargaining unit members shall be given at least seventy-five (75) calendar days written notice, except in the event of a severe financial emergency as stipulated in Section B of this Article.

ARTICLE XIII - LAYOFF AND RECALL (con't)

- G. Sick days already accumulated at the time of layoff shall be reinstated when the employee is recalled.
- H. Laid Off Bus Drivers as Call-In Bus Drivers
 - a. It is the intent of the transportation department to give bus drivers currently on layoff first choice on daily subbing as call-in drivers. There will be equalization of hours of laid off bus drivers used as call-in bus drivers.
 - b. If a bus driver on layoff is used as a call-in driver, they shall be paid at the rate of pay obtained on the day of layoff. If the driver on layoff being used as a call-in driver would have obtained the next level on the pay scale had they not been laid off, their rate of pay will be as it would have been had they not been laid off.
 - c. If a laid off driver refuses work as a call-in driver, this fact shall have no consequences of any nature in respect to their employment in this school district.
 - d. When a laid off bus driver is used in place of a regular driver, the call-in substitute will receive that driver's scheduled assignment.

ARTICLE XIV

PAID LEAVES

- A. Employees, who have successfully completed their probationary period and have been assigned a regularly scheduled route or as a permanent substitute, shall accumulate sick days until a maximum of one hundred (100) days are accumulated at the rate of one (1) day for each month worked. Eleven (11) days per year for SCAMP drivers and ten (10) days per year for drivers hired prior to July 1, 1997. Drivers hired after July 1, 1997, shall receive seven (7) days per year for the first three (3) years of their employment.

Part-time employees who work a minimum of fifteen (15) hours per week will receive paid leave benefits.

B. **Illness or Disability:**

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be placed on an unpaid leave of absence for the duration of the illness or disability up to one (1) year, subject to the following conditions:
 - a. A doctor's statement will be required at the time of the request for leave stating the nature of the illness and approximate length of disability. Regular doctor's statements may be requested by the Administration.
 - b. Seniority will continue to accrue for an employee on approved sick leave up to one (1) year. Salary schedule placement (including longevity, if any) and unused accumulated sick days will be frozen at the time of the leave and reinstated when the employee returns to work.
 - c. Health insurance benefits, if applicable, will continue until the employee qualifies for long term disability benefits or ninety (90) calendar days, whichever is less.
 - d. Intent to return from unpaid sick leave must be given to the Board in writing at least fourteen (14) calendar days before the anticipated date of return from sick leave.
 - e. The employee on unpaid sick leave, including a Workers' Compensation leave, will be guaranteed a position for a period up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration (after all sick days are exhausted), the employee will be returned to the original job assignment. When returning from leave, the employee may be temporarily assigned for up to thirty (30) work days before becoming eligible for full return rights including benefits, if applicable. After one (1) year, employees will have no return rights from leave. After one (1) year, employees will return to work, resign, or, by mutual agreement, may extend the leave for up to one (1) additional year. If an extension of leave is granted, upon requesting to return, the employee will be placed in the next available opening in his/her unit for which he/she is qualified.

ARTICLE XIV - PAID LEAVES (con't)

- f. The employee on unpaid leave may be replaced by a substitute employee during the period of the leave.
2. An employee who meets the qualifications of the Family Medical Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - a. The birth or care of a child.
 - b. The adoption or foster care of a child.
 - c. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 - d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).
3. Sick leave shall not be considered as pay an employee is entitled to in cash or in vacation quota unless otherwise provided in this agreement. Said accumulated time shall be available to the individual in actual illness that prevents him/her from carrying out his/her duties on the job.
4. When an employee is absent the day before or the day after a holiday,(see **Article XVI, A**) they shall not receive compensation for the holiday unless the absence is due to personal illness or death in the immediate family. In case of personal illness, they shall receive pay for the holiday. In such case, they may be required to submit a written statement from a physician or other qualified person as proof of illness.
5. When an employee is injured on the job, or otherwise eligible for worker's compensation, the employee shall not suffer loss of pay during the time the employee is eligible for sick leave. When the employee is eligible for wage compensation, the amount will be determined by the Worker's Compensation Board. Health insurance benefits will be paid by the Board for a period not to exceed ninety (90) calendar days from the date of disability. Every attempt will be made to return the employee to a light work assignment as soon as possible after an injury.

C. Hospitalization

1. In the event of the hospitalization of a member of the immediate family, the employee will be allowed one (1) day per admittance, and, if needed, one (1) day to bring the member of the immediate family home, which will be deducted from paid leave.

ARTICLE XIV - PAID LEAVES (con't)

D. Death

1. In the event of death in the immediate family, (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents (including spouses' grandparents), or dependent living within the household), an individual is allowed three (3) days with full pay not to be charged against sick leave time. An additional two (2) days, if requested, shall be granted and charged against sick leave.
2. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed to attend the funeral and deducted from sick leave bank.
3. When the funeral is two hundred and fifty (250) miles or more from the residence of the employee, an extra day of traveling time will be allowed, upon request, which shall be deducted from sick leave.

E. Jury Duty

1. An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation excluding mileage.

F. Court Appearance

1. A person required by subpoena to appear in court will receive full pay provided such appearance is not brought about by an illegal or negligent action of said employee. All fees received by the employee, excluding mileage, will be returned to the school district. This day, if used, will not be deducted from sick leave.

G. Personal Days

1. Two (2) days may be granted to each employee each year (non-accumulative) for the conduct of personal reasons which cannot be transacted at a time other than during working hours. If used, these days shall not be deducted from leave bank. If not used by the end of the school year, June 30, these days shall be added to the employee's sick leave bank.
2. These days shall be granted through prior approval of the Director of Transportation two (2) days in advance, except when such timely notice is impossible but in no case later than 3 p.m. on the day preceding the day in question.
3. These days shall not be used for extended vacation or for seeking other employment except with the approval of the Superintendent.
4. These days may be used for immediate family illness.

ARTICLE XIV - PAID LEAVES (con't)

5. In order to guarantee the smooth operation of the district, no more than two employees of this Association will be granted personal days at the same time unless approved by the Superintendent/designee.
6. No personal day will be granted during the last five (5) working days of the school year nor can a personal day be used the day before or the day following a school recess unless pre-approved by the Superintendent or central office designee.

H. Emergency Day

1. One (1) emergency day will be allowed if approved by the supervisor. If used, the day will not be deducted from paid leave. If not used by the end of the school year, June 30, this day shall be added to the employee's sick leave bank.
2. An emergency day is defined as any day in which personal health or property, or health or property of immediate family member is jeopardized.
3. The employee must submit the reason for the emergency, in writing, to his/her immediate supervisor within three (3) working days after the absence. Failure to do so will result in loss of pay.

I. Predictable Disability

1. In the case of a predictable disability, the guidelines of the Family Medical Leave Act may apply. Leaves up to twelve (12) weeks will be requested under the terms of this Act as explained in Clarkston Board of Education Policy 4430.01. Leaves granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.
2. An employee may also choose to request a predictable disability leave under the following conditions:
 - a. Compensation shall be limited to the earned accumulated paid leave at the time the leave begins.
 - b. The employee must notify the Board of Education in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability, giving estimated date of disability and confinement. Applications for leave must be made in writing forty (40) days before hospitalization or confinement. In case of emergency, time limits will not apply.
 - c. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.

ARTICLE XIV - PAID LEAVES (con't)

- d. Employees may continue to work to within thirty (30) calendar days of the date of the estimated confinement or hospitalization. The leave shall begin earlier if considered to be in the best interests of the students and/or employee.
- e. Section d., above, may be waived under the following conditions:
 - 1. Must be approved by a physician competent in the related field.
 - 2. Must be approved by the Superintendent.
 - 3. The Superintendent's decision will be final and will in no way establish a precedent.

ARTICLE XV

UNPAID LEAVES

- A. Unpaid Leave (Illness or Disability) See Article XIV, B.
- B. Unpaid Leave (Personal)
 - 1. Unpaid leave may be granted, upon request, limited to one (1) year under the following conditions:
 - a. Request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
 - b. Must be for legitimate reasons.
 - c. May be recommended by the supervisor and must have approval of the Superintendent.
 - d. The decision of the Superintendent shall be final.
 - e. When an employee exhausts all paid leave days, the employee will be placed on an unpaid leave. The employee on unpaid personal leave will be guaranteed a position for a period of up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment.
 - f. All insurance benefits and other fringe benefits will be discontinued through the duration of unpaid leaves. As per Article XVII, Fringe Benefits, Section I, an employee may make arrangements to self-pay their health insurance.
 - g. Seniority and salary step will be frozen at the time of the leave.
 - h. Failure to give ten (10) calendar days notice of desire to return to work will be deemed a resignation unless extenuating circumstances exist which are acceptable to the Superintendent or designee.
 - i. The employee on unpaid personal leave may be replaced by a substitute employee during the period of the leave.
- C. An employee who meets the qualifications of the Family Medical Leave Act may request an unpaid leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - 1. The birth or care of a child.

ARTICLE XV - UNPAID LEAVES (con't)

2. The adoption or foster care of a child.
3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

ARTICLE XVI

HOLIDAYS

- A. Employees, who have successfully completed their probationary period and have been assigned a regularly scheduled route or as a permanent substitute, will receive base pay for the following days if they fall during the regular work week and work year:

New Years Eve Day	Labor Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter	Christmas Eve Day
Memorial Day	Christmas Day
July 4 (If working month of July)	

- B. If a holiday, listed in A., above, falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.) Only drivers who work the month of July will be paid for July 4 (including SCAMP drivers).
- C. If an employee were to lose a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day, but shall be scheduled, based on the needs of the district.
- D. The holiday pay shall be a sum computed by multiplying the employee's current hourly base rate of pay times the number of hours in the normal work day.
- E. If an employee, in case of an emergency, is requested to work on any of the holidays, the employee shall be paid time and one half for any time worked, plus regular base pay as defined in D., above.
- F. Drivers who do not complete their regular assignments (including mid-day assignments) the day before or the day after a holiday will not receive holiday pay for these mid-day assignments. Drivers who substitute on mid-day assignments the day before or the day after a holiday will not be eligible for holiday pay for mid-day assignments.
- G. The four (4) days involved in spring recess not covered by Article XVI shall be granted without loss of pay for bus drivers provided school is not in session; or if the employee desires, they may use these four (4) days at other times during the school year when school is not in session; such as Winter Break, President's Day, etc.
- H. When schools are closed for any unpaid days at Christmas or mid-winter break, **regular** bus drivers who had perfect attendance (no absence during the previous twelve (12) month period (July 1 through

ARTICLE XVI HOLIDAYS cont'

June 30) will be granted two (2) paid days. Employees in this category with less than three (3) absences during this time period will receive one (1) paid day. These days must be requested a minimum of thirty (30) days prior to the date requested as a paid day.

- I. There will be Developmental Days scheduled during the school year. Use of paid leave days will not be approved on Developmental Days. The number of Developmental Days will be determined by and consistent with the school district calendar. Determination of mandatory and non mandatory employee attendance of Developmental Days will be by mutual agreement. Employee absences on non mandatory days will not count against any attendance incentive program or holiday pay.

ARTICLE XVII
FRINGE BENEFITS

- A. The Board agrees to provide **HRA** PPO Health and Medical Benefits under the Clarkston Community Schools **HRA** PPO Health Plan to eligible employees. The coverages listed are all subject to the terms and conditions of the Clarkston Community Schools benefit plan or in the Plan Summary booklets that will be provided to each employee. Eligible employees hired prior to 7-1-03 and drive hours described in J.1, 2 below who select health insurance, shall be as follows:
1. Flexible PPO HRA Health Plan (Appendix D.1): Effective September 1, **2009**, the above eligible employees hired prior to 7-1-03 and drive hours according to J.1, 2 **will have** the Flexible PPO Health Plan. The Flexible PPO Health Plan is a PPO which includes an annual deductible amount that will be paid by the district through a Health Reimbursement Account (HRA). When the annual deductible has been met, the employee will then use their insurance card only and have no co-pays on in-network services as described in the plan. The employee's prescription expenses are **included in** the annual deductible. When the annual deductible is met, the prescription co-pay will be \$0 thereafter for all approved drugs as listed in the described plan. A mail-in prescription program is also available for maintenance drugs. The annual deductible amount is determined from January 1 – December 31 each year. Note: If the employee uses the HRA debit card for any unapproved purchases, the employee will be responsible for repayment of those costs.
 2. HMO Health Plan: Benefits will be pursuant to the Summary Plan (Appendix D.2). The HMO plan requires a primary care physician referral system within the network. The prescription co-pay is \$5 for generic drugs and \$10 for brand name drugs that are approved in the plan. (There is a separate prescription card). If the employee chooses the HMO health plan, the district agrees to share one-half (1/2) of the savings of the employee's policy between the **Flexible HRA** PPO premium cost as compared to the HMO premium costs. This savings will be paid twice a year in December and June.
- B. All eligible employees who qualify for health benefits according to J.1, 2 will also receive the following:
1. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 2. Group Long Term Disability Protection - Sixty percent (60%) of salary; waiting period ninety (90) calendar days straight time to a maximum benefit of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 3. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. Internal coordination of benefits

ARTICLE XVII
FRINGE BENEFIT

for all qualified members of the bargaining unit who have some form of dental coverage.

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This coverage is for all qualified members of the bargaining unit who do not have any form of dental coverage. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

4. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

C. The board will provide HMO health care plan coverage to drivers hired after 7-01-03. Health coverage will be provided according to the following schedule:

- Drivers hired after 7-1-03 will be eligible for single person HMO health plan coverage.
- Drivers working 11 months (bus drivers regularly working SCAMP) full time in the summer will be considered full time the next year) will be eligible for single person, 2 person or full family HMO health plan coverage.
- Hour requirements as described in Article XVII J. 1,2 and K. will apply
- Newly hired 10 month eligible employees may upgrade their personal family coverage by co-paying the premium difference for 2 person or full family level of coverage through payroll deduction.

D. All current and future eligible employees with hours as described in Article XVII J. 1,2, will have the option to “buy up” to the PPO or **Flexible PPO** Plan level of health insurance coverage. This may be done during the annual open enrollment period, by paying the difference in premium costs through payroll deduction. **All premiums must be paid by the 1st payroll of June each year.**

E. All current eligible employees hired prior to 7-1-03 with hours as described in Article XVII J. 1,2 will have the option to “buy down” by accepting the HMO health care plan. There will be a 50/50 share between the district and the employee in premium cost savings between the PPO cost and the HMO cost for that employee. The 50% cost savings will be paid in 2 equal payments on the first pay of December and the first pay of June each year.

F. Clarkston Community Schools Health Plan B (for eligible employees with hours as described in Article XVII J. 1,2, who do not select medical benefits will also receive the following benefits):

1. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVII

FRINGE BENEFIT

2. Group Long Term Disability Protection - Sixty percent (60% of salary; waiting period ninety (90) calendar days straight time to a maximum of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

3. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This coverage is for all qualified members of the bargaining unit who do not have any form of dental coverage.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

4. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

5. Cash In Lieu of Health Plan - One thousand dollars (\$1,000) per year, one-half (1/2) to be paid the first pay in December and one-half (1/2) to be paid the first pay in June.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- G. Newly eligible employees will not be eligible for benefits in Section D, above, until the first of the month following the completion of their probation period with a satisfactory evaluation.
- H. If an employee shall terminate his/her employment with the district, the benefits listed in Section A, B, C or D shall also terminate.
- I. An employee on approved unpaid leave of absence or layoff may continue health benefits coverage by making appropriate arrangements with the Board office for payment for up to twelve (12) months
- J. Benefits in Section A or B will be provided for drivers who have completed their probation period with a satisfactory evaluation according to the schedule below. Bus drivers will qualify for full board paid health

ARTICLE XVII
FRINGE BENEFIT

benefits based on their hours as of their September bid date.

1. Bus Drivers hired before July 1, 1995 will be eligible for board-paid health benefits if their assignment reaches five (5) or more hours per day.
 2. Bus Drivers hired after July 1, 1995 will be eligible for board-paid health benefits if their assignments reaches five and one-quarter (5 1/4) or more hours per day.
- K. Drivers (not substitutes) scheduled to work less than stated in Section J. 1, 2 above who have completed probation with a satisfactory evaluation will be eligible for one-half (1/2) of the cost of medical benefits in Section A or B to be paid by the Board. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option.
- L. When an employee's paid sick leave is depleted during an illness or injury, health benefits will be continued while the employee waits eligibility for L.T.D., but in no case more than ninety (90) calendar days.
- M. The parties agree that the Board has no obligation to provide health benefits coverage to either the spouse or dependents of an employee who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.

ARTICLE XVIII
COMPENSATION

Bus Drivers

1.	Hourly Rate:	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	2009-10	\$12.75	\$13.63	\$14.33	\$15.29	\$18.12
	2010-11	\$12.75	\$13.77	\$14.47	\$15.44	\$18.30

A one time off scale payment of ½% based on 08-09 wages will be paid on the second pay of January, 2010.

New Hires as of 7-1-09 will have a new pay schedule

2. Longevity: Employees with continuous employment from their date of hire as a bus driver with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
After tenth year of continuous employment	\$.46
After fifteen (15) years of continuous employment	\$.24
After twenty (20) years of continuous employment	\$.20

- A. No employee may receive more than three (3) longevity increments.
- B. Severance: Based upon unused sick days, according to the following schedule:
 - 1. Severance Pay - Upon resignation, employees shall be compensated for one-half (½) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
 - 2. Retirement Pay - Upon retirement, employees shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
 - 3. In the event of an employee's death while still employed with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 2, above.
- C. Individuals who have more than 100 days may sell the balance of annually accrued days over 100 at \$50 per day.
- D. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent/designee.
- E. Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- F. Drivers must pay for their original CDL License.

ARTICLE XVIII
COMPENSATION Cont'

- The district shall reimburse the license renewal fee to driver upon the successful completion of the renewal of the CDL License with proper endorsements (see Article XI, A.3).
 - If a driver is required to take state or district classes for certification, the driver will be paid.
- G. Yearly salary increases will be automatic upon the continued employment of the individual bus driver, together with evidence of having completed the required hours of in-service training in the Oakland County Bus Driver's Training Program, if applicable.
- H. Physical Examination
1. The bus driver physical examination shall be paid for by the school district, when examined by a school approved physician, or a receipt is to be turned in to the transportation supervisor if another physician is used. If another physician is used, reimbursement will be made by the employer by the second payday in September.
 2. All drivers must comply with the state requirement regarding the frequency of and filing time limits for physical examinations.
 3. In the event the cost of the examination exceeds the allotted amount of \$37.00, the driver will assume the balance.
- I. Employees must, minimally, serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step will be given on the next September 1, December 1 or March 1 after serving a one (1) year period. Longevity step will be given on the employee's anniversary date of hire.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

A. Work Stoppages

1. The Association recognizes that the cessation or interruption of services by non-professional personnel is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the support personnel, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence from their positions, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any support personnel or group of support staff, and pledge themselves to the purpose of insuring continuation of the educational program.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this Agreement or any grievance filed thereunder.
3. Violation of this Article by any support personnel, or group of support personnel, will constitute just cause for the imposition of discipline or penalties.
4. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

B. Supplemental Agreements - All supplemental agreements shall be subject to ratification by the Board and the Association within thirty (30) days of tentative agreement or as soon as possible, but no later than the next regularly scheduled Board of Education meeting.

C. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation when there is a question as to whether the equipment or condition is unsafe. The Association Representative and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged unsafe condition, equipment, or situation. Any employee who has notified their supervisor in writing that they are using equipment they consider unsafe will receive a written acknowledgment from the supervisor.

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

ARTICLE XIX - MISCELLANEOUS PROVISIONS (con't)

- E. Savings Clause - If any provision of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of Agreement - The cost of printing the Master Agreement will be shared equally between the Board and the Association. Copies will be presented to the Association for distribution to the employees prior to the ratification of this Agreement. Employees thereafter employed will receive copies of the Agreement at the time of employment.
- G. Supersedence of Policy - This Agreement shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.
- H. Notification - The Association will notify the personnel office of currently elected officers or changes in officers or representatives. The personnel office will notify the current Association President of any new personnel hired, upon written request.
- I. Medication - Employees of this bargaining unit are covered under the School District Liability Policy. If any employee is complained against or sued in conjunction with first aid and/or administering medication, the Board shall render all justifiable assistance to the employee in defense of such complaint or suit according to the terms of the liability policy.
- J. Free Checking Account - A free checking account shall remain in effect up to one (1) year while on sick leave or layoffs. However, bank rules and regulations shall control.
- K. Employee Handbooks - Any changes in a current Employee Handbook or the Bus Code of Conduct will be shared with the Association prior to implementation.
- L. School Closing: (Following successful completion of probationary period)
 - 1. Bus Drivers
 - a. When schools are closed due to snow or ice, acts of God, or lack of power, these employees shall not be required to report for duty and shall not suffer loss of pay for the first three (3) such days. If schools are closed over three (3) days, drivers will not receive compensation for these days. However, make-up days will be fully compensated. If state law changes to require more than 180 days of instruction or if the teacher Master Agreement provides for less than 181 days of instruction, the number of days allowed will be controlled by state law.
 - (1) Bus Drivers: (See Canceled Daily Assignments - Article XI, W.)

ARTICLE XIX - MISCELLANEOUS PROVISIONS (con't)

M. Student Discipline

1. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect the personal safety of themselves or staff members, visitors, or other students, or to prevent damage to district property. Employees should be familiar with alternatives to corporal punishment as listed in Board of Education Guideline 5630.

N. Summer Unemployment Compensation Pay-Back

1. An employee of this Association who is laid off and who is paid unemployment compensation benefits, chargeable to the district during the summer immediately following the layoff, and who is subsequently recalled to a position during the next school year within two (2) calendar weeks of the beginning of the next school year, shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess. The adjustment will occur over the first three (3) pay periods after recall or after the district becomes aware of the unemployment compensation payments.

O. The Board and Association agree to mutually work toward reducing absenteeism among employees. Excessive absenteeism may be grounds for disciplinary action, including dismissal.

P. Any member who is to meet for discipline or contract concerns will have a representative present if desired. Any other meetings with a supervisor or parents may be rescheduled or delayed if the member has need of representation after the meeting has started.

Q. The district agrees to pay \$40 per non probationary driver for clothing allowance each year. A joint committee consisting of two (2) bus drivers and one (1) administrative representative will be formed to decide on two (A or B) clothing allowance packages each school year. If the cost of either package exceeds \$40, the employee will pay the balance through one pay roll deduction upon receipt of the package.

R. Bus Drivers will have a dress code (refer to Board Policy). Once established, the dress codes will be distributed to all members and posted in transportation department.

S. When new technology is introduced which is a job requirement, it shall be the Board's intent to provide in service training for drivers that are required to use the technology.

T. If the employee has had his/her license suspended, cancelled or denied (excluding alcohol or drug related incidents) under section 303 or 319 of the Michigan Vehicle Code 1949 PA 300, MCL 257.303 and 257.319, the following shall occur:

1. Employee must pay for any costs for road test
2. District will pay for re-training of driver
3. All time off due to loss of license will be unpaid

BUS DRIVER GRIEVANCE REPORT FORM

School District _____	Grievance _____
School _____	Date of Violation: _____
	Date of Grievance: _____

Article/s Violated:

Section/s Violated:

Subject to the provisions of the professional agreement between the Board and the Association, I hereby submit this grievance.

State of the Grievance:

Remedy Requested:

Date: _____	_____
Disposition of Immediate Supervisor:	Signature of the Grievant (Use reverse side for additional signatures if more than one.)

Date: _____	_____	
	Signature of Immediate Supervisor	
Grievant's Disposition:	Satisfactory _____	Unsatisfactory _____

APPENDIX A

Disposition of Superintendent or Designee:

GRIEVANCE

REPORT

FORM

(continued)

Date: _____

Signature of Superintendent or designee

Grievant's Disposition: Satisfactory _____

Unsatisfactory _____

Date: _____

49 _____
Signature of Grievant

ANTI-DRUG AND ALCOHOL ABUSE POLICY

Bus drivers are required to follow Federal and State regulations such as included in the District Policy.

I. ILLEGAL, UNAUTHORIZED DRUGS AND ALCOHOL:

A. No employee can report to work displaying the effects of illegal, illicit, controlled or unauthorized drugs while on duty. No employee will take, make, sell, give, transport or possess a controlled or illegal substance which is considered a covered substance under the Controlled Substance Act (CSA). This, specifically, includes all Schedule I and II substances identified on page 66 or 67 and Schedule III through V substances being used or possessed without approval, legal prescriptions or authorization.

1. Controlled Substance Acts are contained within Title 21 of the United States Code [Section 802(6). Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et. seq.].

2. Drug Tests: The District will utilize testing procedures with scientifically valid protocols and that meet the certification criteria of the Substance Abuse and Mental Health Services Administration (SAMHSA), formerly known as the National Institute of Drug Abuse (NIDA). The only approved drug tests are urinalysis samples analyzed by U.S. Department of Health and Human Services-certified laboratories. The District and the laboratories utilized are compliant with 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

a. All urine samples will be subjected to an initial screening utilizing an immunoassay technique.

b. Specimens with negative test results following the initial screening will be reported to our Medical Review Officer (MRO) as negative tests. The initial screening test is designed to eliminate negative tests from any further consideration. The MRO will, in turn, report those tests to us as negative screening tests. The Medical Review Officer servicing our needs is indicated below.

Drug Education and Compliance System
1745 Dacosta Street
Dearborn, MI 48128

APPENDIX A (con't)

- c. Specimens with positive test results following the initial screening will be subjected to a laboratory-administered analytical procedure to identify the presence of a specific drug or metabolite.
 - (i) This confirmatory test must by definition, be independent from the screening test.
 - (ii) To ensure reliability and accuracy, the confirmatory test must use a technique and chemical principal different from the screening test.
 - d. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.
 - e. Protested positive test results allow the employee or applicant to submit a split sample portion of the original specimen required by Federal regulations immediately, and without prior notice, for testing.
 - (i) If the split-sample urine drug screen test is requested, the applicant will pay for the test.
 - (ii) If the split sample's test's results overturn a first test positive, the test will be reported as a negative and a copy of the second test results, and only the second test's results, will be placed in the employee's driver's or personnel file and a copy provided to the employee or applicant.
3. Breath Alcohol Tests: Only those tests with approved protocol issued by the United States Department of Health and Human Services will be permissible. Certified Breath Alcohol Technicians will administer our alcohol tests using devices appearing on the Conforming Products Lists (CPL) and approved by the National Highway Traffic Administration (NHTSA).
- a. Initial screening to determine the presence of alcohol in an employee's body will utilize an analytical procedure and device to determine if an employee has a prohibited level of alcohol in his or her system. If the initial screening indicates a breath alcohol concentration of above 0.02 percent, a confirmatory test will be administered.
 - b. A confirmatory test following the initial test with a test result of 0.02 percent or greater will be administered within 30 minutes of the initial test result. The confirmatory test

APPENDIX A (con't)

will result in a quantitative result measuring alcohol concentration within an employee's body as measured by breath.

- c. At the time of this document, blood testing is not an approved technique for determining the presence of alcohol in one's body.
4. Reasonable Cause, for Cause or Reasonable Suspicion: is identified within 49 CFT, Part 382 as the employer's determination that, based on specific, contemporaneous, articulable observations, the employee's appearance, behavior, speech or body odors suggest the use of controlled substances and/or alcohol.
- a. When a urine drug screen and/or breath alcohol test is required, the supervisor initiating the test action must complete the supervisor's incident report by our independent authority. A copy of the report must be completed within 24 hours or before the results of the test become known to the District, whichever comes first.
 - b. A trained supervisor must personally observe the incident leading to a drug and/or alcohol test. We cannot authorize a reasonable suspicion test based on a third party observation or information of alcohol or drug use or possession.
 - c. A trained supervisor is one who has received not less than sixty (60) minutes of initial training in detecting the signs and symptoms of drug use and sixty (60) minutes in detecting the signs and symptoms of alcohol use and abuse.

II. TEST LEVELS:

- A. Controlled Substances: An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CFR, Part 40, §40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II and listed on page 66 or 67. These schedules are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title [§801 et. seq. of Title 21]. The term illegal drug does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.

- B. **Controlled Substance Levels:** All substance testing will be according to the guidelines established by the U. S. Department of Health and Human Services and the Department of Transportation, 49 CFR Parts 40, 382. Testing is required for the five families of drugs consisting of, amphetamines, cocaine, marijuana, opiates and phencyclidine and as further detailed on page 66 or 67. The use of such substances is unacceptable in our business environment.
- C. **Alcohol Use:** An employee will be considered to have failed (with a test result of 0.04 percent or greater) an administered evidential breath alcohol test administered by a certified breath alcohol technician. To be considered a confirming evidential test, a breath alcohol technician must have administered a preliminary (screening) breath test within the 30 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than 0.02 percent to warrant the evidential breath test.
- D. **Low-end Alcohol Use:** Any employee, testing 0.04 or above, shall be subject to disciplinary action up to and including termination. An employee submitting to a preliminary breath alcohol screening test with a result of 0.02 or higher, but less than 0.04 percent as confirmed by an evidential breath test is prohibited from performing their duties or continuing in a safety-sensitive function for 24 hours and shall be counseled on the availability of Employee Assistance Programs in the District and may be subject to other disciplinary actions.
- Any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment prior to any incident, will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
- Subsequent offenses may be subject to discipline consistent with the just cause provisions of Article VIII of this Agreement.
- E. **Test Use:** Any urine specimens collected may only be used to test for controlled substances designated or approved for testing and will not be used to conduct any other analysis or test unless otherwise specifically authorized by FHWA regulations. The accompanying Chain of Custody will reflect the nature of the test required.
1. **Split Samples.** The specimen collected must consist of not less than 45 milliliters of urine, 30 of which is poured into a container for initial testing. The remainder is then poured into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.

2. The split sample confirms contested test results if the primary sample shows a positive test result.
3. Further, the program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific tests to determine if, in fact, the sample has been adulterated, diluted or tampered with. Such tests are approved and consist of tests to determine the specific gravity or to measure the creatine present in the sample.

III. UNION REPRESENTATION AND NOTICE

- A. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the employee to disciplinary action to which the employee is entitled to union representation. In order to assure affected employees of adequate representation, the Employer and the Union mutually agree to the following procedures:
 1. The union shall be provided with simultaneous notice of any bargaining unit members who are selected for drug or alcohol testing.
 2. Upon notice by the Employer or request by the affected employee(s), the union shall have the right to send a representative to the testing site, unless the employee is off site and required by Federal law to test immediately. Where practicable, such representative shall be one of the individuals trained in drug and alcohol testing.
 3. In the event that the medical review officer (MRO) initiates procedures to contact an employee as a result of a positive drug test, the employee shall have the right to contact a union representative to attend any interview between the MRO and the affected employee, whether in person or by telephone.
- B. All time spent by the union representative attending the testing of bargaining unit members or in investigatory meetings/conferences conducted by the MRO, the District or any of its agents, shall be considered working time and paid in accordance with the union representative's regular hourly rate.

Department of Transportation Prohibited Drugs

Substance	Screening Level	Confirmatory Level	Signs & Symptoms
<p>1. Amphetamines</p> <p>Incl. Benzedrine, dexedrine, synatan, appetrol, methedrine and desoxyn</p>	1000 NG/ml	<p>Amphetamine 400 NG/ml</p> <p>Methamphetamine 500 NG/ml</p>	<ul style="list-style-type: none"> • Hyperactivity • Feelings of strength • Short-term insomnia • Loss of appetite • Irritability • Dilated pupils • Dizziness • Distorted thinking
<p>2. Cocaine</p> <p>Incl. Coke, free base and crack</p>	300 NG/ml	<p>Metabolites 150 NG/ml</p> <p>Benzoyl Ecgonine</p>	<ul style="list-style-type: none"> • Momentary feelings of confidence strength and endurance. • “Rush” of short-term pleasurable sensations. • Impaired driving ability and reactions. • Uncommon excitability or anxiety. • Dilated pupils and difficulty in focusing. • Paranoia
<p>3. Cannabis</p> <p>Incl. Marijuana, pot, smoke, hash, hashish oil, and Tai sticks</p>	50 NG/ml	<p>Metabolite 15 NG/ml</p> <p>Delta-9-tetrahydrocannabinol</p>	<ul style="list-style-type: none"> • Changes in sensory perception • Impaired driving ability for 4-6 hours after one joint.

- Restlessness followed by a dreamlike state of relaxation
- Dulling of attention

Department of Transportation Prohibited Drugs (con't)

Substance	Screening Level	Confirmatory Level	Signs & Symptoms
<p>4. Opiates</p> <p>Incl. morphine, codeine, heroin, methadone, meperidine, demerol, darvon, darvocet, tylenol 3 or 4, dilaudid, percodan, and percocet</p>	300 NG/ml	<p>25 NG/ml if immunoassay for free-morphine</p> <p>300 NG/ml Morphine</p> <p>300 NG/ml Codeine</p>	<ul style="list-style-type: none"> • Constricted pupils • Drooping eyelids • Low raspy speech • Poor coordination • Depressed reflexes • Impaired driving ability • Euphoria (short-lived) • High pain thresholds
<p>5. Phencyclidine</p> <p>aka: Angel dust, rocket fuel, Krystal joints, super kools, sherms, mint weed, cluster</p>	25 NG/ml	Metabolite 25 NG/ml	<ul style="list-style-type: none"> • Impaired driving ability • Extreme agitation • Hallucinations • Schizophrenia • Enhanced strength

Clarkston Community Schools
Acknowledgment and Agreement

Clarkston Community Schools is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying Federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our Policy and accompanying procedures.

Please read and sign below that:

- You have received a copy of our Policy and accompanying Administrative Procedures Governing Drug and Alcohol Use and Abuse.
- You have read it and been informed of its contents.
- You have had our procedures explained to you.
- You have had your questions regarding our procedures answered, and
- You agree to abide by our procedures in all respects.

PLEASE NOTICE: The Federal Drug Free Workplace Act of 1988 requires you to acknowledge and agree to the above.

I acknowledge and agree that I am aware of Clarkston Community School's current Policy and administrative procedures regarding controlled substances and alcohol abuse. I also understand that I am required, by Federal regulation, to comply with the District's policy and administrative procedures regarding the use of controlled substances and alcohol and that I am required to sign this document as a receipt that I have, in fact, received the policy and explanations. My employer is required to provide me with a copy of this signed receipt and to retain the original in my personnel file.

Acknowledged and Agreed:

Signature

Print your name here

Date

APPENDIX B
Letter of Agreement
Between
Clarkston Community Schools
And
Clarkston Transportation Association

ATTENDANCE INCENTIVE PROGRAM

The District and the Association agree to implement an ATTENDANCE INCENTIVE program:

- Absences due to family death, jury duty, court appearance (per contract) or other absences approved by the administration for extenuating reasons will be excluded from the incentive.
- Absences on non-mandatory Developmental Days (prior to a holiday) will be excluded from this incentive.
- A driver may not be absent from midday runs more than five (5) times throughout the year. If driver is absent more than five (5) times, the continuation of the incentive program shall cease for said employee, however any previously accumulated days will not be lost.
- Employee shall earn one-half (.5) bonus day per month (.5 day is based on individual per diem hours) September – June based on employee's attendance.
- Accumulated bonus days will be paid on days when school is not in session, such as Winter Break, MLK Day, Midwinter Break and end of school year.
- Driver must complete form and return along with time sheet for the appropriate pay period.

Any issues that are created by this program, shall be mutually evaluated by both parties.

APPENDIX C
Letter of Agreement
Between
Clarkston Community Schools
And
Clarkston Transportation Association

AT-WILL DRIVER PROGRAM

The District and the Association agree to the following program:

- The District may hire At-Will drivers
- The At-Will drivers will be non-union members
- The At-Will drivers will not work the same schedules as Call-In drivers (example: will work a.m. or p.m. only, will work 2-3 days per week, etc.)
- The At-Will drivers will be the last driver to be assigned a run/route on a daily basis
- The At-Will drivers will only be used to substitute on regular runs/routes (not mid-day runs and special trips).

Any issues that are created by the program shall be mutually resolved by both parties.