

AGREEMENT

between the

**SCHOOL DISTRICT OF THE CITY OF
CLAWSON**

and the

**CLAWSON STUDENT TRANSPORTATION
DRIVERS' CLUB**

2005-2006

2006-2007

2007-2008

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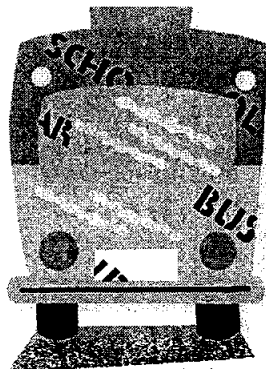


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P R E A M B L E

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the District is a unit of government, subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan," and that the District has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The employer retains all rights and powers to manage the affairs of the District and to direct the employees, except as otherwise expressly provided in this agreement.

It is the purpose of this agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours and working conditions, and appropriate means of resolving them, without interruption of the school program.

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of September 2005, by and between the School District of the City of Clawson, Oakland County, Michigan, party of the first part, hereinafter referred to as the "Board," and the Clawson Student Transportation Drivers' Club, hereinafter referred to as the "Club", party of the second part.

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Clawson Student Transportation Drivers' Club as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all school bus drivers, excluding bus mechanics, bus supervisor, substitute drivers and part-time drivers scheduled regularly for two (2) hours or less per day.
- B. The Board agrees not to negotiate with any bus drivers' organization other than the Clawson Student Transportation Drivers' Club for the duration of this agreement.

ARTICLE II BUS DRIVER RIGHTS AND RESPONSIBILITIES

- A. The Board and the Clawson Student Transportation Drivers' Club agree to abide by Act 379 of the Public Acts of 1965 and to all other applicable laws and statutes.
- B. The rights and responsibilities created hereunder are obligations and responsibilities of all those in the unit recognized in Article I, Section A.

- C. It is the responsibility of the Club and individual drivers to honor Board policies and administrative regulations. It is neither the function nor the right of the club or individual driver to assume administrative responsibilities.
- D. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:
 - 1. All drivers are required to have the State School Bus Driver Certificate of Medical Fitness as required by State Law.
 - a. Bus driver physical examinations 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 School District if another physician is used and the driver reimbursed.
 - b. All drivers must comply with state requirements regarding frequency of and filing time limits for physical examination.
 - c. In the event the cost of the examination exceeds the allotted amount of \$50.00, the driver will assume the balance.
 - 2. All drivers shall comply with Federal and State drug testing laws and related Board Policy.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, 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 of the United States, including the foregoing, but without limiting the generality of the determination of policy; the operation of the school; the management and control of school properties, facilities, and equipment, and the selection, direction transfer, promotion, discipline or dismissal of all personnel.

ARTICLE IV
COMPENSATION

A. Salary Schedule & Longevity:

SALARY SCHEDULE			
Experience Level	Hourly Rates		
	2005-2006	2006-2007	2007-2008
0-90 days	13.52	13.79	14.06
90 days-1 year	13.80	14.08	14.36
2 nd year	14.20	14.48	14.77
3 rd year	14.56	14.85	15.14

**with retro from July 1, 2005*

LONGEVITY				
	5 years	10 years	15 years	20 years
6> hours per day	\$150.00	\$200.00	\$250.00	\$300.00
5> hours per day	\$ 80.00	\$130.00	\$180.00	

B. Insurance:

1. The Board will provide health and medical benefits for those full-time drivers who apply for one of the two following options under the School District of the City of Clawson Health Plan. The TPA (Third Party Administrator) of the Clawson Health Plan shall be the Michigan Employee Benefit Services (MEBS). MEBS shall be responsible for adjudicating all health and medical benefit claims:

PLAN A:

Health: For employee, spouse, and eligible dependents, with a \$5.00 co-pay on prescription drugs

Life: \$20,000 Term Life with AD&D for employee only plus \$5,000 Basic AD&D

- Dental: Full family - internal and external coordination of benefits as follows:
- ❖ 80/80/80 for those employees not covered by other form of dental insurance
 - ❖ 50/50/50 for employees with some form of dental coverage through another source
- Vision: Vision Plan 1 – Full family with internal and external coordination of benefits.
- LTD: For each full-time driver only, the Board shall provide without cost to the driver a long-term disability insurance plan with benefits of sixty percent (60%) of monthly earnings to the driver who is totally disabled due to extended illness or injury. The policy may provide a "write off" or "off set" which permits the carrier to reduce the benefit by the amount collected from social security, and state plan benefits or any other plan. The benefits of this plan shall commence after one hundred eighty (180) calendar days of such illness, injury and shall be payable until the driver reaches age sixty-five (65) or the driver is declared able to work, or death which ever shall occur first. For the purpose of computing long term disability coverage, monthly earnings shall be the drivers annual earnings, including overtime, divided by twelve (12) months.

PLAN B: (for employees who do not choose Plan A Health):

- Life: \$25,000 Term Life with AD& D (employee only)
- Dental: Same as Plan A (full family)
- Vision: Same as Plan A (full family)
- LTD: Same as Plan A (employee only)

Full-time employees electing Plan B shall receive \$1,500 cash annually in accordance with the Clawson Public Schools Cafeteria Plan. Such payments will be spread equally over the number of pays from the second pay in October through the first pay in June of the fiscal year in which health coverage is declined and will be subject to any withholdings required by law.

Cash in lieu may be elected at the time of hire, or during open enrollment periods. If health coverage is elected during the year due to hardship, Employee will forfeit the remaining cash in lieu payments.

2. **Provisions Applicable Under Plan A and Plan B:**

- a. Employees working the full school year will receive coverage to include July and August.
- b. Board paid coverage shall terminate at the time Employee retires, or employment is otherwise terminated.
- c. Enrollment shall be at the conclusion of the employee's probationary period. Current full-time employees will be covered after all appropriate forms have been completed properly and turned in to the carrier.
- d. For purposes of this contract, and subsequent eligibility for the above benefits, full-time employees shall be defined as regularly employed drivers regularly scheduled to work thirty (30) hours per week.
- e. After an employee is on sick leave and has exhausted their individual sick leave bank, the Board agrees to pay the premium for hospitalization coverage for three months.
- f. If an Employee takes a leave of absence that qualified under the Family Medical Leave Act, the Employee's benefits will terminate after twelve (12) weeks.

C. **Worker's Compensation:**

Any member who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and employee's net take home regular salary for a period not to exceed ninety (90) days. After ninety (90) days, all employee benefits will terminate. Benefits will be reinstated after employee returns to active duty.

D. **Tax-Sheltered Annuities:**

The Board will provide Employee the option to select tax sheltered annuity carriers from an approved group. Employee may begin participation anytime within a school year, and may make one additional change the first

year. An employee who continues participation thereafter may make changes no more than two (2) times during a school year.

E. Holidays

The following days shall be recognized and observed as paid holidays:

- | | |
|--------------------------------|---------------------------------|
| (1) Friday before Labor Day | (6) New Year's Eve Day |
| (2) Thanksgiving Day | (7) New Year's Day |
| (3) Day after Thanksgiving Day | (8) Martin Luther King, Jr. Day |
| (4) Christmas Eve Day | (9) Good Friday |
| (5) Christmas Day | (10) Easter Monday |
| | (11) Memorial Day |

An employee shall receive the 4th of July or Labor Day holiday pay only if the employee is scheduled to drive the week in which the 4th of July or Labor Day is held.

Eligible employees shall receive their regular workdays' pay for each of the holidays listed above on which they performed no work. Payment for the above holidays shall be based on the average daily schedule, excluding extra runs.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday.
2. The employee worked her last scheduled workday prior to the holiday and first regularly scheduled working day following the holiday.

Holiday Hours For Overtime Purposes

The driver shall receive their holiday pay plus double time for hours worked on a holiday.

Floating Holiday

Members of the bargaining unit shall be provided two (2) floating holiday per school year, the usage of which shall not be deducted from the drivers' accumulated sick leave or personal leave bank. The driver must request use of this day a minimum of two (2) weeks prior to the day so designated. The Superintendent or his designee shall have the sole prerogative to approve or deny the request. Requests will be considered on the basis of the date submitted.

F. Overtime Pay

Section 1. Rate of Pay

Time and one-half the employee's regular hourly rate of pay, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours nor for the same holiday.

Section 2. Daily

All work performed in excess of eight (8) hours in any workday, shall be paid time and one-half provided the employee completes his/her assigned workweek.

Section 3. Weekly

All work performed in excess of forty (40) hours in any workweek shall be paid time and one-half.

Section 4. Before or After Regular Hours

In the event a driver is called to work before or after his/her regularly scheduled workday, she shall receive a minimum of two (2) hours pay.

Section 5. Saturday and Sunday Work

All work performed on Saturday and Sunday, shall be time and one-half the employee's regular hourly rate of pay, provided the employee has completed a regular workweek.

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. The employees shall be paid time and one-half for all work performed on the sixth day of their regular work week and time

and one-half for all work performed on the seventh day in their regular work week.

Section 6. Bankable Overtime Hours

Employee may convert their overtime hours into regular hours and bank them. Banked hours will then be able to supplement unpaid weekdays, which the school district has scheduled off during the school year (i.e. the weekdays between Christmas and New Year's Eve, the weekdays of winter break, the weekdays of spring break; professional development days for teachers; the Friday before Memorial Day, etc.).

If Employee chooses to use this option:

1. The bankable overtime hours form must be filled out and signed by the employee and submitted to the office along with Employee's orange run sheet and time card.
2. The proper request form, green absence form, must be filled out and handed in with their time card at the normally scheduled time with the bankable overtime hours requested to be paid.
3. All banked days are saved from July 1st thru June 30th. All banked days are to be paid before June 30th. There will be no carry over of days from one fiscal year to the next.

G. Inclement Weather:

The bus drivers shall receive up to three (3) days pay when schools have been closed for children due to inclement weather or other Acts of God for the entire day.

H. Drivers Serving as Bus Driver Aides

When a regular driver serves as a driver's aide, he/she shall be paid at their regular hourly rate and where possible and most efficient, should replace the regular aide before any other individual.

ARTICLE V

WORKING CONDITIONS

A. Seniority

1. Seniority is defined as length of continuous service with the school district as a regular bus driver. School summer vacation does not constitute a break in continuity of service.

2. Newly hired employees shall be considered as probationary employees for up to the first ninety (90) days of work in position and shall have no seniority rights until the completion of said ninety (90) days of work in a probation period and assignment of a regular run. Employees who have successfully completed their probation period shall have seniority from the first date of their probation period. Probationary employees shall be subject to dismissal at the discretion of the Board without recourse.
 - a. Excluded from this are persons who state upon employment that they wish only substitute driving or until maximum Social Security earnings have been reached. These employees shall attain no seniority standing.
3. An employee who is transferred to a supervisory position outside the bargaining unit shall retain and accumulate seniority. If such employee is later transferred back to the bargaining unit, she/he may exercise his/her accumulated seniority. This clause shall not be construed to limit the Board's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.
4. Driving required during the summer months will be offered to drivers who have indicated their availability to the Supervisor prior to June 1, on a seniority basis by rotation. The Wing Lake summer run, however, shall be offered first to the regular school year Wing Lake driver.
5. Driving required during the school year's regularly scheduled breaks and days off (i.e. Christmas, Winter Break, Easter) that does not involve the regular transport of students on a scheduled run, shall be offered to drivers on a seniority basis. Driving shall include, but shall not be limited to, field trips, sports trips, taking buses to repair shops, fueling, and washing buses.

B. Work Schedule and Job Assignment

Work schedules, field trips, and job assignments shall be the responsibility of the Superintendent, or his designee.

Bus routes shall be provided to drivers one (1) week prior to the beginning of the school year meeting in August for the purpose of allowing members of the bargaining unit to consider their selections during the route selection process.

Seniority will entitle drivers to preference in work schedules as is reasonably possible.

To assure proper assignments, there may be an adjustment period at the beginning of each semester. During this time drivers may be allowed to trade runs, with the consent of the Superintendent or his designee to facilitate service to schools and alleviate rush schedules by making them more compact.

Any driver who is scheduled to drive a regular run and reports for work shall be assigned a minimum of two hours per run. A regular run shall be regularly scheduled run involving the transporting of students. The maximum number of runs for which the two (2) hour guarantee will apply is three (3).

When a driver is scheduled for a regular run which does not take the two (2) hours to do, she/he shall be available for additional assignments that may periodically come up during that time frame.

These additional assignments or duties will be part of the regular daily schedule and will not be paid in addition when the work is performed within the guaranteed minimum for each run.

Extra runs assigned drivers shall be paid as additional compensation beyond the guaranteed minimum daily hours, even if a driver has not actually completed six (6) hours (eight hours) of driving time that day. It is understood, however, that drivers must be available during their normal regular run times in order to receive the guaranteed minimum six (6) hour (eight hours) pay or their scheduled working day's pay including their routine duties pertaining to the Transportation Department.

E. Termination of Employment

An employee's employment shall be terminated and his/her seniority shall cease upon:

1. Voluntary resignation
2. Discharged and not being reinstated
3. An absence for three (3) consecutive working days without notifying the employer.
4. Failure to return when recalled from layoff in accordance with the recall provisions in Article XIII

5. Failure to return from a leave of absence at the end of the authorized period
6. Failure to return from military leave within the period prescribed by law
7. Involuntary layoff for one year providing, however, that any employee who works thirty (30) days within a year following layoff shall be entitled to retain (but not accumulate) employee's seniority status for an additional year, and employee may continue to do so providing employee works at least thirty (30) days each successive year thereafter
8. Failure to obtain or maintain licensing or certification as required by State or Federal Law.

D. Vacancy

When a vacancy exists within the bargaining unit, the Board may post the vacancy for a period of five (5) working days. The posted notice shall set forth the job, title, anticipated hours of work, and minimum qualifications for the job. Employees wishing to apply for the position shall apply within five (5) working days of the posting.

E. Substitute Drivers

1. A substitute driver is one who is not a regular driver, but is filling in for a regular driver on a temporary basis.
2. A substitute driver shall fill any temporary vacancy (A.M., P.M.) or an entire schedule.
3. If the substitute driver is not available, and it becomes necessary for other qualified personnel to leave his or her regular duties to take a run, said emergency substitute shall take the shortest run possible to facilitate a speedy return to regular duties.

ARTICLE VI

SAFETY

- A. Rules and regulations governing general safety shall be followed fully and completely.

B. Protection of Members

1. Any case of physical assault upon a member while in the course of his/her employ shall be promptly reported to the Board or its designated representative. Providing the member was acting within the scope of his/her duties and authority and at the request of the member involved, the Board will provide and pay for an attorney to advise the member of their rights and obligations with respect to such assault.
2. Any absences by the member because of an assault which results in the member not being able to perform their regularly assigned duties in the course of his/her employment, shall be fully excused and shall not be considered to reduce the member's sick day allowance. The member shall receive an amount equivalent to his/her full salary for a period of up to ninety (90) school days because of said assault, which can be full salary or worker's compensation benefits which are in lieu of salary. In no case shall an employee be paid more than an amount equal to his/her salary.
3. The board shall reimburse the member for loss or damage to personal property in connection with any assault of said member in the course of employment, provided the member was acting in the scope of his/her duties. Such reimbursements shall take place within two (2) weeks of the presentation of evidence of loss. Limits upon such liability shall be a maximum of Five Hundred Dollars (\$500.00), less the amount of insurance payment the employee may be entitled to through personal or school district insurance plans.
4. If any member is complained against or sued by reason of performing the duties or responsibilities of his/her job consistent with the Board's policy, the Board will provide legal counsel and render all necessary assistance to the member in his/her defense.
5. No member shall work without the ability to contact a supervisor or support staff in the case of an emergency
 - a. During regular school hours, buses must have working radios being manned by office staff, a

list of five (5) emergency phone numbers in the order which they should be called, and the member must be promptly reimbursed for using a coin payphone or personal cell phone when calling the emergency numbers if unable to reach the office via radio. Proof of phone calls must be submitted via phone bill for reimbursement.

- b. After regular school hours during extra trips, drivers will be given a list of five (5) emergency phone numbers, and calls made to these numbers for emergencies will be reimbursed. Proof of phone calls must be submitted via phone bill for reimbursement.

ARTICLE VII

LEAVES

A. Emergency Leave

Leave of absence not to exceed five (5) days per year may be used for emergencies. These days shall be deducted from accrued sick for emergencies. These days shall be deducted from accrued sick leave except in the case of funeral leaves. Three (3) of the five (5) days for funeral leaves shall be excluded from the sick leave deduction. Permission for such leave must be obtained from the Superintendent or Transportation Supervisor. Such emergency leave may include:

1. Fire, accident or funeral affecting immediate family
2. Marriage or graduation of a member of the immediate family or the employee
3. Required court appearance
4. Child born to wife
5. Illness in the immediate family

An emergency leave for illness or death in the immediate family or required court appearance may be extended beyond the above mentioned five (5) days with the consent of the Superintendent, the same to be deducted from the employee's accumulated sick leave.

The definition of "immediate family" is: Husband, wife, son, daughter, mother, father, brother, sister, grandparents, grandchildren, mother-in-law,

father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law of the employee and spouse.

B. Military Leave

Any regular employee who may enlist or be drafted into the armed forces of the United States for service shall be granted a leave absence. The employee shall be reinstated in the school system as soon as he/she returns and will be put on the current salary schedule including the annual increments for the time spent in the military service.

The applicant's request for reinstatement must be accompanied by proof that he/she is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days from date of honorable discharge.

C. Voluntary Leave

An employee who has served in the Clawson Public Schools two (2) or more years may be granted a leave of absence for personal reasons without pay upon written request, providing that leave shall not exceed a period of one calendar year.

Time spent on voluntary leave of absence shall not be credited toward salary increments in the same manner as time spent on active duty. The applicant's request for reinstatement must be accompanied by proof that employee is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days of the beginning of the school year in which employee wishes to return to service.

Upon application for reinstatement and accompanying proof that employee is fully qualified to perform the duties, the employee will be given full consideration for the first vacant position for which he/she is qualified.

D. Involuntary Leave

The Superintendent may request in writing a physical or mental examination for any member of the staff whenever in his judgment such action is required for the best interests of the children of the school district. The Superintendent may make such written request as often as deemed essential to the physical or mental welfare of the individual involved.

A report from three physicians shall be required – one physician to be chosen by the Board, one chosen by the employee, and one mutually agreed upon by both parties. The expenses of the examinations will be borne by the Board.

Upon the receipt of two favorable opinions of the physicians involved, the staff member will be considered for reinstatement. If reinstatement is granted, the employee shall be placed in the first available opening for which she is qualified.

E. Maternity Leave

An employee of the School District who is pregnant shall notify the Board in writing prior to her fifth (5th) month of pregnancy and request the following leave provision from the Board.

The pregnant employee shall be able to perform her duties until such time as her physician states that she is unable or should not continue to perform her duties. Secondly, she shall return to her duties as soon as the employee's health permits as determined by a physician. The Board may request from the employee from time to time a report on the condition of her health.

In the event of a termination of pregnancy other than a live birth, the employee may return as soon as the physician shall permit. She shall return to the first available opening that she is qualified to perform.

If any provision of this article shall be contrary to any Federal or State Law or reported court decision, then in such event, the parties hereto shall agree on the necessary modification so as to make such invalid provision conform to such law or court decision.

F. Sick Leave

Sick leave, with pay, of 1.2 days per month effective on the last day of each month shall be allowed. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed twelve (12) days per year or an aggregated total of one hundred thirty (130) days. In order to earn 1.2 days sick leave per month, an employee must work a minimum of fifty (50) percent of the working days during the month in which she expects to earn a sick leave day.

After an employee has been on sick leave, the employer shall have the right to require a written statement from a physician as to the nature of the illness and the employee's physical or mental condition and ability to perform his/her required duties before reemployment.

If an illness occurs on the day before or after a holiday or vacation period, the employee must present a physician's statement to the employer upon her return. A physician's statement may also be required if an employee is absent for illness on two (2) consecutive Mondays.

G. Personal Business Leave

An employee may be allowed absences with pay totaling not more than two (2) days within each school year, for personal or private business which can be accomplished only during school hours.

The total allowance for which an employee would be eligible during the school year will be granted on the first day of employment. Personal business days used in excess of such days earned will be deducted from the employee's salary.

Except in cases of emergency, personal business leave with pay will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation or holiday period.

All requests for personal business leaves shall be in writing, the reason for such leave shall be given to his/her immediate supervisor, and the reason shall be kept confidential.

Except in cases of extreme emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.

At the end of each fiscal year, unused personal business time will be carried over to the next year, but there will be a limit of four (4) personal business days per year.

H. Jury Duty

An employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his/her regular pay. Any employee selected for Jury Duty shall notify the employer as soon as possible of his/her selection.

I. Observation of Religious Holidays

Employees, upon request of the Superintendent or his designee, will be granted no more than three (3) leave days with pay for the purpose of observing high religious holidays. The first two (2) days are to be charged against the personal business days, and the third against the sick leave.

J. **Health, Maternity, Study or Travel, and Military Service – Seniority Benefits**

All leaves of absence with the exception of those granted for Military Service, shall be subject to the following provisions:

1. While an employee is granted a leave of absence, she/he shall retain the following employment rights held by her/him before such leave was granted.
 - a. The same position on the salary schedule
 - b. Unused sick leave held at the start of the leave of absence
2. An employee on a leave of absence must give notice to the Superintendent of Schools by June 1 of the year the leave expires of her/his intention to return or resign, and that failure to furnish such notice shall constitute a notice of resignation. Notice shall be in writing.
3. A written statement from a physician certifying the fitness of the employee to fulfill her duties shall accompany the notice of intention to return to duty.
4. The following provisions shall govern leaves of absence for specific reasons:
 - a. **Health Leave:** Health leaves, when recommended by a physician, shall be granted up to a maximum of one (1) year plus any unfinished year at the time the leave is granted. At the end of such leave, the employee must either return or resign unless the Superintendent recommends special extension. When the employee's health permits his/her return, and when he/she has fulfilled the requirements stated above, the Superintendent shall give the employee an assignment at the beginning of the following year.
 - b. **Maternity Leave:** A maternity leave shall be granted for a period of two (2) years, plus any unfinished year at the time the leave was granted.
 - c. **Study or Travel:** As per section C of Article VII.

- d. **Military Service:** Shall be regulated by Federal Rules and Regulations and section B of Article VII.

K. **Death of Employee:**

Upon the death of an active employee, the Board shall provide to the deceased employee's beneficiary(ies) compensation in the amount of fifty percent (50%) of the employee's unused and earned sick leave, personal leave, and longevity.

ARTICLE VIII

GRIEVANCE PROCEDURE

- A. **Definitions:** A "grievance" is a claim based upon an event or condition which allegedly affects the conditions or circumstances under which and employee works, allegedly caused by a misinterpretation or an inequitable application of the terms of this agreement.

1. A grievance is a matter involving the violation of a specific article or section of this agreement.

The term "employee" includes any individual or group of transportation drivers employed by the school district and who are included in the bargaining unit.

A "party of interest" is the employee or group of employees making the claim on the one hand, the Superintendent, his/her designated agent, or the Board, depending upon the level reached in processing the grievance on the other hand.

The term "day" shall be interpreted as meaning a working school day unless otherwise stipulated.

A grievance may be withdrawn at any level without prejudice.

- B. **Purpose:** The primary purpose of the procedures set forth in this section is to secure, at the lowest level possible, agreeable equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept as confidential as may be appropriate any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee, having filed a grievance to discuss the matter informally with members of the administration who are or who have been parties of interest in the grievance in question.

C. Procedure:

Level One: An employee believing that a grievable action has occurred will first discuss the matter with the immediate supervisor within three (3) days of the alleged grievable action. The employee will be entitled to the presence of a Club representative, if one is desired. A response will be made to the employee on the grievance within three (3) days of the meeting with the employee.

Level Two: If the employee is not satisfied with the answer received at Level One, the employee will then place the grievance in writing and submit it to the immediate supervisor within three (3) days of the response given by the immediate supervisor. The written grievance shall state the employee(s) involved in the grievance, the article(s) and section(s) of the contract that have allegedly been violated, the specific grievable actions that caused the grievance, the remedy sought and shall be signed by the grieving party.

Upon receipt to the written grievance the immediate supervisor will schedule a meeting within three (3) days. Upon conclusion of the meeting the administrator will render a written response to the grievance within five (5) days of the meeting. Parties involved in the meeting at this level will include the administrator involved in the grievance action and the grievant. The grievant will be entitled to the presence of a Club representative if one is desired.

Level Three: If the decision rendered by the administrator at Level Two is not satisfactory to the employee a written appeal may be made to the Superintendent within five (5) days of the written response at Level Two. The Superintendent or designee will schedule a Level Three meeting within ten (10) days of receipt of the written appeal. The Superintendent or designee shall issue a written response to the Level Three grievance within five (5) days of the conclusion of the grievance meeting.

Level Four: If the decision rendered at Level Three is not satisfactory to the Club, or if a decision has not been rendered in a timely fashion, the Club may appeal the grievance to the Board of Education. Such an appeal shall be done in writing within ten (10) days of the Level Three decision. Within ten (10) days of the next Regular Meeting of the Board of Education a meeting will be scheduled between the Club and a Committee of the Board of Education. A decision will be rendered in writing within ten (10) days of the conclusion of the Level Four grievance meeting. The decision of the Board shall be final and binding on the Club.

- D. **Rights to Representation:** Any party of interest may be represented at any meeting or hearing and at all steps and stages of a grievance by another employee or by another person, provided however, that no worker may be represented by an officer, agent or other representative of any organization other than the Club. Provided further, when an employee is not represented by the Club, the Club shall have the right to be present and to state its views at all stages of grievance processing.
- E. **Miscellaneous:** All proceedings and preliminary decisions shall be private and shall remain confidential until a final disposition of the Grievance is made.

There shall be no reprisals by either party taken against any party of interest by reason of participation.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Three copies of all forms for filing grievances and other related documents shall be made: one for the grievant, one for the Board, and one for the Club. The design and format for such forms shall be the responsibility of the Superintendent and the Chairman of the Club. They will be responsible also for the maintenance and distribution of an adequate supply of such forms and documents to facilitate the operation of the procedures as set forth herein.

ARTICLE IX

STRIKES AND LOCK OUTS

- A. **Strikes:** No strikes of any kind shall be caused or sanctioned by the Club during the term of this agreement.
- B. **Lockouts:** No lock-out of employees shall be instituted by the Board during the term of this agreement.

ARTICLE X

DISCIPLINE AND DISCHARGE

- A. **Discipline:** Disciplinary action or measures shall include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Administration has a reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

- B. Discharge:** The Board shall not discharge any employee without just cause. If, in an case, the Board believes there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee will be notified that he has been suspended and is subject to discharge.

The employee shall have the right to take up the suspension and/or discharge as a grievance at the second level of the Grievance Procedure and through the remaining levels if deemed necessary by either party.

Any appeals not properly processed within the applicable time period shall be considered settled on the basis of the last answer given by the respective school authority.

The sole remedy available to any driver for any alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any driver of any legal right which he/she presently has, provided that if a driver, bus driver's Club or the Board elects to pursue any legal or administrative remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE XI

SEVERANCE POLICY

Any employee after having completed the immediate preceding ten (10) years of service in the School District of the City of Clawson, and who is fully qualified for retirement as determined by the statutes governing retirement by the Michigan Public Schools Employees Retirement Fund Board, shall be paid, upon retirement, for the unused days

in his/her sick leave reserve at his/her current salary rate, and on the following basis: the first sixteen (16) unused at full rate, the next sixteen (16) unused at one-half rate, the next sixteen (16) unused at one-fourth rate, and the remaining days at one-eighth rate.

The maximum allowance is \$2,000.00.

ARTICLE XII

RULES AND DISCHARGE

The Board shall retain the sole right to establish, adopt, publish, change, amend, and enforce reasonable rules for employees to follow. The Board shall retain the right to warn, reprimand, lay-off, discharge, demote, and transfer any and all employees who violate these rules.

ARTICLE XIII

LAYOFF AND RECALL

- A. **Layoff:** When in the determination of the Board, a reduction in forces is necessary, the following procedure will be followed:
1. Substitute drivers shall be removed first.
 2. Temporary (probationary) employees shall be removed second.
 3. Drivers who are driving until maximum Social Security earnings are attained shall be removed next.
 4. Finally, seniority employees according to their length of service shall be removed, starting with the employees with the least amount of seniority.
- B. **Recall:** Employees shall be recalled in reverse order of lay-off. Notice of recall shall be sent to the employees' last known address by certified mail. Employees shall be given five (5) days in which to report for work after having been notified to report.

ARTICLE XIV

NO STRIKE CLAUSE

- A. The Club agrees that during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work

interference or curtailment of any kind for any reason. The Club agrees it will not cause or permit its members to cause, nor will any member of the Club take part in any picketing of any of the District's schools, buildings, or premises.

The Club further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sit-down, stay-ins, slow-downs, picketing, or work interference or curtailments of any kind by notifying the employees and the public that it disavows these acts.

All Club officers and representatives shall take prompt affirmative action to try to prevent any wildcat strikes, sit-down, stay-ins, slow-downs, picketing or work interference or curtailments of any kind.

The Club agrees that the Board shall have the right to discipline (including discharge) any or all employees who violate this Article and such action shall not be subject to the Grievance Procedure of this Agreement.

The Board, in the event of violation of this Article, shall have the right, in addition to the foregoing and any other remedies available at law, to obtain injunctive relief and damages for breach hereof against the Club and/or to cancel this Agreement by serving upon the Club a written notice of cancellation effective forty-eight (48) hours thereafter. Such notice shall be deemed given when mailed or delivered to the officers of the Club.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. The Board may at its discretion require that employees submit to physical and medical tests and examination by a Board appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining capable work force, employee health and safety, student health and safety, etc., provided, however, that the Board will pay the cost of such tests and examinations.
- B. The Board may at its discretion require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time provided that the information requested is not made available to the Board by the employee's doctor.
- C. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices, between the Board and its employees or the Club and constitutes the entire agreement between the parties.

- D. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Club and employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.
- E. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.
- F. Despite reference herein to the Board and the Club as such, each reserve the right to act hereunder by committee, individual member of designated representative.
- G. This Agreement may not be modified in whole or in part by the parties, except by mutual agreement.
- H. Weather Conditions: When weather conditions are such that possible hazard exists, drivers are to contact the Transportation Supervisor or her/his designee for instructions.
- I. Upon proof of a required physical examination to the Board, the Board will pay the driver the difference up to \$50.00 not paid for by any insurance or any other prepaid program. Such payment will be reimbursed after the driver completes 90 days of service.
- J. The Board will pay the driver the difference between the cost of a regular operator's license and a chauffeur's license (the three-year license). Such payment will be reimbursed after the driver completes 90 days of service.
- K. Effective with an employee who works the full school year shall receive the following clothing allowance at the completion of that school year (June).

\$125 for all employees

(Employees working less than the normal full school year shall receive a pro-rata amount based upon employment time for that year).

- L. Effective with the 1992-93 school year, the Board shall pay only for all first tests required for renewal of a CDL. The driver shall pay any cost of re-testing.
- M. The Board will be responsible for providing updates concerning changes in CDL laws that have been enacted. The Board will provide a certified trainer.
- N. At the beginning of each school year, after the runs have been scheduled, a mandatory meeting day and time will be scheduled for a monthly meeting. All drivers will be required to attend. At this mandatory paid meeting, important information from the school district shall be passed along and any concerns may be addressed to aid in the smooth and safe transport of students. No meeting will be scheduled for the month of July.

ARTICLE XVI

EXTRA RUNS

- A. The term "extra runs" is defined as any trip that is not a regular daily assignment.
- B. All extra runs (field trips, sporting events, etc.) shall be posted as they become known so that drivers may have the maximum advance notice on planning their workweek. The Transportation Supervisor or the Supervisor's designee, will offer these extra runs on a rotation basis according to a schedule where the driver with the least amount of extra hours is offered the run first. There shall be two rotation schedules, one for weekdays and one for weekend runs. The extra runs will be equalized in hours among the drivers following each pay period.

All drivers will participate in both rotation schedules. When all available drivers have turned down a run, it will be assigned to the driver to whom it was originally assigned. If this driver again passes on the run, the run may then be assigned to a substitute driver. The original driver and all involved drivers will be "charged" for the time in the rotation. In equalizing runs the following situations will be considered as exceptions to the assignment of extra runs on a seniority basis.

1. The regular driver is permitted to trade all or a portion of his/her regular run with permission, to take extra runs, under circumstances where the run has been assigned to the driver according to the rotation.

- 2. Any run which takes less than 30 minutes in total shall not be classified as an extra run.
- 3. In cases where an extra trip is necessary to assign and there is less than 24 hours notice, the Transportation Supervisor or designee may select the driver. This assignment will count as a run to be equalized by hours for that driver.
- C. When an extra run is canceled and the driver is not notified, she/he shall receive two (2) hours pay.
- D. Holdover time is time spent by a driver on an extra trip when she/he is not driving.
- E. Holdover time must be authorized by the Transportation Supervisor or the Supervisor's designee responsible for the students.
- F. On extra runs in excess of five (5) hours, where the run goes through the normal meal time, a meal allowance for the day of up to a maximum of \$7.00 may be claimed with appropriate receipts.

ARTICLE XVII

DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be in effect as of July 1, 2000 and shall continue and remain in effect through June 30, 2002. The Agreements on language, wages, and benefits shall continue in effect for one additional year unless one of the parties serves notice 60 days prior to the termination date that it wishes to re-negotiate the contract.
- B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

IN WITNESS WHEREOF, The Club and the Board have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

**THE SCHOOL DISTRICT OF THE
CITY OF CLAWSON**

Kevin A. Turner
Board President
Cynthia S. Peterson
Secretary

**CLAWSON STUDENT TRANSPORTATION
DRIVERS' CLUB**

La Le Messum
President
Judith M. Thayer
Secretary



BANKABLE OVERTIME FORM
Bus Drivers

Name of Employee: (Please Print) _____

Date Worked	Time Worked	Day Worked	Type of Run	Overtime Hours	x	Overtime Hours to be Banked
					1.5	
					1.5	
					1.5	
					1.5	

APPROVED BY:

Signature of Supervisor Date Signature of Employee Date



BANKABLE OVERTIME FORM
Bus Drivers

Name of Employee: (Please Print) _____

Date Worked	Time Worked	Day Worked	Type of Run	Overtime Hours	x	Overtime Hours to be Banked
					1.5	
					1.5	
					1.5	
					1.5	

APPROVED BY:

Signature of Supervisor Date Signature of Employee Date

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