

AGREEMENT

between

Clawson Public Schools

and the

Clawson Transportation Club

2010-2011

2011-2012

2012-2013



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AGREEMENT

THIS AGREEMENT made and entered into this 13th day of JUNE, 2011 by and between Clawson Public Schools, Oakland County, Michigan, hereinafter referred to as the "Employer", and the Clawson Transportation Club, hereinafter referred to as the "Club".

ARTICLE 1

RECOGNITION

- A. The Employer hereby recognizes the Clawson Transportation Club as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, of all regularly employed full-time and part-time bus drivers. Excluded from the Club are the Transportation Supervisor, Bus Mechanic, Bus Driver Aides, Substitute Bus Drivers, and Substitute Bus Driver Aides.
- B. The Employer agrees not to negotiate with any bus drivers' organization other than the Clawson Transportation Club for the duration of this agreement.
- C. Definitions:
 - 1. A full-time bus driver shall be defined as a regular driver working six (6) assigned hours or more per day.
 - 2. A part-time bus driver shall be defined as a regular driver working less than six (6) assigned hours per day.
 - 3. A substitute bus driver shall be defined as a driver replacing a regular full or part-time driver of the bargaining unit on a day-to-day basis for absences due to a leave of absence or vacation. Substitute Bus Drivers shall not be used to permanently replace a regular full or part-time bus driver.

ARTICLE 2

BUS DRIVER RIGHTS AND RESPONSIBILITIES

- A. The Employer and the 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 Employer 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 Employer 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 Employer when examined by a school approved physician or a receipt is to be turned in to the Employer 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.
 - 3. Use of Tobacco: In accordance with the Smoke-Free Air Law, Public Act 188, and Board Policy, the use of tobacco is prohibited by all staff in district buildings, on district premises, on district buses, on district-owned vehicles, and at any district-related event. Tobacco is defined as a cigar, cigarette, pipe, or any other matter or substance that contains tobacco. Employees violating this policy will be subject to discipline.

ARTICLE 3

EMPLOYER RIGHTS AND RESPONSIBILITIES

- A. The Employer 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.
- B. The Employer may require that drivers submit to physical and medical tests and examination by a doctor appointed by Employer when such tests and examinations are considered to be of value to the Employer in maintaining a capable work force, driver health and safety, student health and safety. The Employer will pay the full cost of such tests and examinations.
- C. The Employer may require that a driver provide specific and detailed medical data from the driver's doctor for any illness or injury which has resulted in lost work time.

ARTICLE 4

STRIKES AND LOCKOUTS

A. Strikes:

No strikes of any kind shall be caused or sanctioned by the Club during the term of this agreement.

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 Employer 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 Employer, 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.

B. Lockouts: No lock-out of drivers shall be instituted by the Employer during the term of this agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which allegedly affects the conditions or circumstances under which an employee works, allegedly caused by a misinterpretation or an inequitable application of the terms of this agreement. It is a matter involving the violation of a specific article or section of this agreement.
2. The term "employee" includes any individual or bargaining unit member employed by the school district.
3. A "party of interest" is an employee or group of employees making the claim, or the Superintendent or his/her designated agent.
1. The term "day" shall be interpreted as meaning a working school day unless otherwise stipulated.
2. 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 ten (10) days of the conclusion of the grievance meeting. The decision of the Superintendent 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 Employer, and one for the Club. The design and format for such forms shall be the responsibility of the Superintendent and 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 6

SENIORITY – WORKING CONDITIONS

A. Seniority:

1. **Definition:** Seniority is defined as length of continuous service with the Employer as a regular full-time or part-time bus driver. Summer break does not constitute a break in continuity of service.
2. **Probationary Drivers:** Newly hired regular full-time and part-time drivers shall be considered probationary drivers for the first ninety (90) days of work in a bargaining unit position and shall have no seniority rights until the completion of a ninety (90) work day probationary period. Drivers who have successfully completed their probationary period shall be granted seniority from the driver's date of hire in the bargaining unit. Discipline and discharge during the probationary period shall be at the discretion of the Employer without recourse and not subject to the grievance procedure.
3. **Supervisory Position:** A bus driver who is transferred to a supervisory position outside the bargaining unit shall retain and accumulate seniority. If such supervisory 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 Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.
4. **Seniority List:** An up-to-date seniority list will be provided to the Chapter Chairperson upon written request.
5. **Loss of Seniority:** A driver's employment shall be terminated and his/her seniority shall cease upon:
 - a. Retirement or voluntary resignation.
 - b. Discharged, and not being reinstated through the grievance procedure.
 - c. An absence for three (3) consecutive working days without notifying the employer.
 - d. Failure to return to work when recalled from layoff in accordance with the recall provisions of this agreement.

- e. Involuntary layoff for two consecutive years from the date of layoff.
- f. Failure to give written notice of driver's intent to return from an authorized leave of absence at the end of the authorized period.
- g. Failure to return from military leave within the period prescribed by law.
- h. Failure to obtain or maintain licensing or certification as required by State or Federal Law.

B. Termination of Employment:

A driver's employment shall be terminated and his/her seniority shall cease upon:

- 1. Voluntary resignation
- 2. Being discharged and not being reinstated
- 3. An absence for three (3) consecutive working days without notifying Employer.
- 4. Failure to return when recalled from layoff in accordance with the recall provisions in Article 9.
- 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 two (2) consecutive years providing, however, that any driver who works thirty (30) days within a year following layoff shall be entitled to retain (but not accumulate) his/her seniority status for an additional year, and driver may continue to do so providing driver 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.

ARTICLE 7

DISCIPLINE AND DISCHARGE

A. Discipline:

1. Disciplinary action may be imposed upon a driver for failing to fulfill his/her responsibilities as an driver. Disciplinary action or measures shall include the following:
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension
 - d. Discharge
2. Progressive discipline is not appropriate for all violations. Violations involving drugs or alcohol, violence, theft, or any behavior that affects the safety and welfare of students, or gross misconduct are not required to follow the above progression.
3. In the event the Employer determines following all steps in the progressive discipline are inappropriate, the Employer will notify the Club of its intent to impose a different level of discipline and the reasons for that decision.
4. Any disciplinary action or measure imposed upon driver may be processed as a grievance through the regular grievance procedure.
5. If the Employer has a reason to reprimand a driver, it shall be done in a manner that will not unduly embarrass the driver before other drivers or the public.

B. Discharge:

1. Employer shall not discharge any driver without just cause. If Employer believes there is just cause for discharge, the driver involved will be placed on administrative leave while the Employer investigates the incident(s).
2. Prior to being terminated, driver shall be provided oral or written notice of the allegations against him/her and provided an opportunity to respond to the allegations. Upon driver's request, a Club representative will be permitted to attend any meeting.
3. The driver 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 level if deemed necessary by either party.

4. 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.
5. 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 Employer 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 8

RULES AND DISCHARGE

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

ARTICLE 9

LAYOFF AND RECALL

A. Layoff:

When, in the determination of Employer, a reduction in forces is necessary, the following procedure will be followed:

1. Substitute and temporary drivers shall be removed first.
2. Probationary drivers shall be removed second.
3. Drivers in order of seniority, beginning with the least senior driver.

B. Recall:

1. Laid-off drivers shall be recalled in reverse order of lay-off. Notice of recall shall be sent by certified mail to the driver's last known address. Drivers shall be given five (5) days in which to report for work after having been notified to report.
2. Drivers laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years and shall be recalled in reverse order of their lay off.

ARTICLE 10

LEAVES OF ABSENCE

A. Family Medical Leave:

Federal law provides Family and Medical Leave Act coverage for all eligible drivers who need to take time off for the birth of a child, placement of a child with the driver for adoption or foster care, care of a parent, spouse or child with a serious health condition, or to take care of an driver's own serious health condition that prevents the driver from performing the major functions of her/his position.

To be eligible for FMLA, a driver must have worked for the Employer for at least twelve (12) months, and have worked 1250 hours in the 12-month period preceding the request for leave. The leave may only be used for the specific purposes outlined above, and documentation is required. Eligible drivers are allowed to take up to 12 weeks unpaid leave. Any accumulated paid time shall be exhausted first and will be counted towards satisfying the maximum leave time provided by the Act.

If a driver takes a leave of absence that qualifies under the Family Medical Leave Act, the driver's benefits will terminate after twelve (12) weeks if he or she does not return to work. Drivers who qualify under the provisions of FMLA will be sent copies of the request form and certification from the Business Office.

B. Disability Leave:

Disability leaves, when recommended by a physician, shall be granted up to a maximum of one (1) year. At the end of such leave, the driver must either return to work or resign unless the Superintendent recommends a special extension. A letter of request for reinstatement to work shall include proof from the driver's medical professional that driver is able to perform his/her duties. When the driver has fulfilled the requirements stated above, the Superintendent shall give the driver an assignment at the beginning of the following year. When a driver is on sick leave and has exhausted his/her individual sick leave bank, the Employer agrees to pay the premium for hospitalization coverage for three (3) months.

C. Child Care Leave:

When a driver gives birth to a child, adopts a child, or is the father of the child, she/he shall be granted a leave of absence for childcare purposes for a period not to exceed one (1) year using accrued time or without pay. This request must be in writing to the Superintendent.

D. Emergency Leave:

1. Leave of absence not to exceed five (5) days per year may be used for emergencies. These days shall be deducted from the driver's accrued sick day allowance for emergencies. Permission for such leave must be obtained from the Superintendent or Transportation Supervisor. Such emergency leave may include:
 - a. Fire or accident affecting immediate family.
 - b. Marriage or graduation of a member of the immediate family or of the driver.
 - c. A required court appearance.
 - d. Illness in the immediate family.
2. An emergency leave for illness, 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 driver's accumulated sick leave.

For the purpose of Emergency Leave, immediate family is defined as follows: 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 driver and spouse.

E. Bereavement Leave:

Drivers shall receive three (3) days with pay for a death in the driver's immediate family. These days shall not be deducted from the driver's sick leave allowance. A driver may request additional days from the Superintendent. Any additional days will be taken from the driver's sick leave allowance.

For the purpose of Bereavement Leave, immediate family is defined as follows: 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 driver and spouse.

F. Jury Duty:

A driver who serves on jury duty will be paid the difference between his pay for jury duty and his/her regular pay. Any driver selected for jury duty shall notify the Employer as soon as possible of his/her selection.

G. Military Leave:

Any driver who may enlist or be drafted into the armed forces of the United States for service shall be granted a leave absence. The driver 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. Federal Rules and Regulations shall regulate military Leaves

The driver'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.

H. Voluntary Leave:

1. A bargaining unit member who has been employed by Clawson Public Schools for two (2) or more years may be granted, upon written request, a leave of absence without pay for personal reasons, providing the leave shall not exceed a period of one (1) calendar year.
2. The driver's request for reinstatement must be made in writing prior to the time the driver wishes to return to service.
3. Upon application for reinstatement and accompanying proof that driver is fully qualified to perform the duties the driver will be given full consideration for the first vacant position available.
4. The time spent on a voluntary leave of absence shall not be credited toward salary increments or accrue seniority.

I. Involuntary Leave:

1. The Superintendent may request in writing a physical or mental examination for any driver whenever in his/her 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.
2. A report from three physicians shall be required – one physician to be chosen by the Employer, one chosen by the driver, and one mutually agreed upon by both parties. The expenses of the examinations will be borne by the Employer.

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

J. Observation of Religious Holidays:

Drivers, upon request of the Superintendent or his/her designee, may be granted up to three (3) leave days for the purpose of observing high religious holidays. The first two (2) days will be charged against the personal business days, and the third against the sick leave. If driver has no time banked, then the days will be without pay.

K. Employment Rights While on Leave of Absence:

1. When a driver is granted a leave of absence, with the exception of those granted for Military Service, he/she 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, unless such leave qualifies as an FMLA leave.
2. A driver on an extended leave of absence must give written notice to the Superintendent prior to the expiration of the leave of absence of her/his intention to return or resign. Failure to furnish such notice shall constitute a notice of resignation.

ARTICLE 11

WORKER'S COMPENSATION – ON THE JOB INJURY

Any driver who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Employer the difference between the allowance under the Worker's Compensation Law and driver'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 driver returns to active duty.

If a driver takes a leave of absence that qualifies under the Family Medical Leave Act, the driver's benefits will terminate after twelve (12) weeks.

ARTICLE 12

SICK LEAVE AND PERSONAL BUSINESS LEAVE

A. Sick Leave:

1. Sick days shall be earned at the rate of 1.2 days per month credited on the last day of each month. Drivers must work fifty percent (50%) of the working days during the month in order to earn the 1.2 days sick leave days for that month.
2. Up to twelve (12) unused sick leave days earned shall be added to the driver's sick leave reserve bank at the end of each fiscal year. Drivers may accumulate no more than one hundred and thirty (130) days in his/her sick leave reserve bank.
3. After a driver has been on sick leave for three (3) or more days, Employer shall have the right to require a written statement from a physician as to the nature of the illness, and the driver's physical or mental condition and ability to perform his/her required duties before reemployment.
4. If an illness occurs on the day before or after a holiday or break period, the driver must present a physician's statement to the Employer upon his/her return in order to be paid for the holiday.

B. Personal Business Leave:

1. Drivers shall be allowed absences with pay for no more than two (2) days per school year, for personal or private business which can be accomplished only during school hours.
2. Personal business days shall be credited to drivers on the first day of the school year. Drivers who exhaust his/her personal business day allowance may be granted additional days but without pay.
3. All requests for personal business leaves shall be in writing to the Transportation Supervisor. The reason for driver's personal business leave shall remain confidential.
4. Except in cases of emergency, personal business leave days 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 break, vacation, or holiday period.

5. Except in cases of emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.
6. Unused personal business leave days will be carried over to the next school year. Drivers who carry over personal business leave days may accumulate no more than four (4) personal business leave days.

ARTICLE 13

BUS DRIVER SAFETY

A. Rules and Regulations:

Regulations governing general safety shall be followed fully and completely.

B. Protection of Members:

1. Any case of physical assault to a bargaining unit member while performing his/her work as an employee of Clawson Public Schools shall be promptly reported to the Superintendent or his/her designee. Providing the member was acting within the scope of his/her duties and authority, and at the request of the member involved, the Employer will provide and pay for an attorney to advise the member of his/her rights and obligations with respect to such assault.
2. Any absence(s) by the driver as a result of an assault which results in the driver not being able to perform his/her regularly assigned duties shall be fully excused and shall not be charged against the driver's sick day allowance. The driver shall receive an amount equivalent to his/her regular pay for a period of up to ninety (90) workdays as a result of the assault, which can be full salary or worker's compensation benefits which are in lieu of salary. In no case shall a driver be paid more than an amount equal to his/her regular pay.
3. The Employer shall reimburse the driver for loss or damage to personal property in connection with any assault of said driver while performing his/her work, provided the driver was acting within the scope of his/her employment. 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 driver may be entitled to through personal or school district insurance plans.
4. If any driver is complained against or sued by reason of performing the duties and/or responsibilities of his/her job consistent with the Employer's policy, the Employer will provide legal counsel and render all necessary assistance to the driver in his/her defense.

C. Radios and Emergency Phone Numbers:

1. 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 driver 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. Drivers shall not work without the ability to contact a supervisor or support staff in the case of an emergency.

2. 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.

D. Weather Conditions:

When weather conditions are such that possible hazard exists, drivers are to contact the Transportation Supervisor or her/his designee for instructions.

ARTICLE 14

WORK SCHEDULES, ASSIGNMENTS, SUBSTITUTES, AND VACANCIES

A. Work Schedules:

1. Delegation of bus routes, field trips, and job assignments shall be the responsibility of the Superintendent, or his/her designee.
2. At the beginning of each school year, after the runs have been scheduled, a mandatory meeting will be scheduled. Notice will be sent to all drivers indicating the date and time of the meeting. All drivers will be required to attend and shall be paid for attending. At this mandatory paid meeting, important information from the Employer shall be discussed 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.
3. 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 his/her selections during the route selection process.
4. Seniority will entitle drivers to preference in bus routes.
5. 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.
6. 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 a 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).
7. When a driver is scheduled for a regular run which does not take two (2) hours to do, he/she shall be available for additional assignments that may periodically occur during that time frame.
8. 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.

9. Extra runs assigned drivers shall be paid as additional compensation beyond the guaranteed minimum daily hour. It is understood, however, that drivers must be available during their regular run times in order to receive the guaranteed minimum hour's pay.

B. Use of Substitute Drivers:

A Substitute Bus Driver shall be defined as a driver replacing a regular full or part-time driver in the bargaining unit on a day-to-day basis for absences due to a leave of absence, illness, or vacation. Substitute Bus Drivers shall not be used to replace a regular full or part-time bus driver. Regular Drivers shall be used for mid-day trips, field trips etc. before a substitute driver is used.

C. Drivers Serving as Bus Driver Aides:

When a bus aide is absent, and another bus aide is not available, a regular bus driver will serve as the bus driver aide, and be paid at his/her regular hourly rate. If a regular bus driver is not available, then a substitute driver may be used.

D. Vacancy:

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

ARTICLE 15

OVERTIME – COMPENSATORY TIME – EXTRA TIME

A. Extra Time:

1. Summer Work: Bus drivers interested in driving during the summer break will indicate their interest in writing to the Transportation Supervisor prior to June 1 of each year. Runs shall be assigned on an equalized rotation basis by seniority beginning with the highest senior driver. Summer runs will begin when the summer school schedules of the individual programs begin, with the exception of the drivers assigned to those routes that have an extended school year.
2. Holiday and School Break Work: 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.
3. Extra Work: Driving shall include, but shall not be limited to, field trips, sports trips, taking buses to repair shops, fueling, and washing buses.

B. Overtime:

1. Overtime shall be paid at time and one-half (1 ½) the driver's regular hourly rate of pay for all hours worked including holidays.
2. All work performed in excess of eight (8) hours in any workday per day shall be paid at time and one-half (1 ½) the driver's hourly rate of pay provided the driver completes his/her assigned workweek.
3. All work performed in excess of driver's regular workweek shall be paid at time and one-half (1 ½) of the driver's hourly rate of pay. Approved days off, excluding sick days, shall be considered a day worked for the purpose of overtime.

C. Saturday and Sunday Work:

All work performed on Saturday and Sunday, shall be paid at time and one-half (1 ½) the driver's regular hourly rate of pay, provided the driver has completed a regular workweek. The regular workweek shall be defined as Monday through Friday.

D. Overtime Bank (Compensatory Time):

D. Overtime Bank (Compensatory Time):

1. Drivers may convert their overtime hours to compensatory time and bank them. Banked hours may be used 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.). All overtime hours converted to compensatory time and banked in the overtime bank shall be calculated the same as paid overtime (example: 4 overtime hours converted to compensatory time will equal 6 comp hours)
2. If the driver chooses to use this option, the following procedure must be followed:
 - a. The bankable overtime hours form must be filled out and signed by the driver and submitted to the office along with driver's orange run sheet and time card.
 - b. A green absence form must be filled out and submitted with driver's time card at the normally scheduled time indicating the bankable overtime hours requested to be paid.
 - c. All days banked may be used from July 1st thru June 30th of the following year. All banked days are to be paid before June 30th. Any days remaining in the bank unused on June 30th will be paid at the driver's hourly rate on the first payday after June 30th. There will be no carryover of days from one fiscal year to the next.

E. Call-In Pay:

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

F. Inclement Weather Pay:

The drivers shall receive pay for up to three (3) days when schools are closed for students due to inclement weather or other Acts of God.

ARTICLE 16

EXTRA RUNS

- A. The term "extra runs" is defined as any trip that is not a regular daily assignment.

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 thirty (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. The driver who accepts this assignment will be charged on the "Extra Run" sheet. Drivers who pass the late notice run shall not be charged on the "Extra Run" sheet.
4. When an extra run is canceled and the driver is not notified, the driver shall receive two (2) hours pay.
5. Holdover time is time spent by a driver on an extra trip when she/he is not driving.

6. Holdover time must be authorized by the Transportation Supervisor or the Supervisor's designee responsible for the students.
7. 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 17

HOLIDAYS

A. Holidays:

1. 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 |

Eligible drivers shall receive their regular workday pay for each of the holidays listed above on which they performed no work. Payment for the above holidays shall be based on the driver's 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.

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

- a. The driver would have been scheduled to work on such day if it had not been observed as a holiday.
 - b. The driver worked his/her last scheduled workday prior to the holiday, and first regularly scheduled working day following the holiday.
2. A driver shall receive the 4th of July or Labor Day holiday pay only if the driver is scheduled to drive the week in which the 4th of July or Labor Day occurs.
 3. Eligibility: Drivers shall be eligible for holiday pay under the following conditions:
 - a. The driver would have been scheduled to work on such day if it had not been observed as a holiday.

- b. The driver worked his/her last scheduled workday prior to the holiday and first regularly scheduled working day following the holiday.

B. Floating Holiday:

Drivers shall be provided two (2) floating holidays per school year, the usage of which shall not be deducted from driver's 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/her designee shall have the sole prerogative to approve or deny the request. Requests will be considered on the basis of the date submitted.

C. Holiday Hours For Overtime Purposes:

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

D. Driving During Scheduled Breaks:

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.

ARTICLE 18

CLOTHING ALLOWANCE AND CDL LICENSES

A. Clothing Allowance:

Drivers who work the full school year shall receive a clothing allowance in the sum of \$125 at the completion of that school year. Drivers working less than the full school year shall receive a pro-rated amount based upon employment time for that year.

B. CDL Licenses:

1. Upon proof of a required physical examination to the Employer, the Employer 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.
2. The Employer shall pay all costs related to renewal of a CDL, including any physical examination required to maintain a CDL. The driver shall pay any cost of re-testing.
3. Employer will be responsible for providing updates concerning changes in CDL laws that have been enacted. Employer will provide a certified trainer.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- A. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices, between the Employers and its employees or the Club and constitutes the entire agreement between the parties.
- B. 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.
- C. Despite reference herein to the Employer and the Club as such, each reserve the right to act hereunder by committee, individual member of designated representative.
- D. This Agreement may not be modified in whole or in part by the parties, except by mutual agreement.

ARTICLE 20

SEVERANCE AND DEATH

A. Severance:

Any bargaining unit member, after having completed the immediate preceding ten (10) years of service in Clawson Public Schools, and who is fully qualified for retirement as determined by the statutes governing retirement by the Michigan Public Schools Employees Retirement System, 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.

B. Death of Employee:

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

ARTICLE 21

CONFORMITY TO LAW

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 Employer, the Club, and members 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.

ARTICLE 22

SUCCESSOR AND DURATION OF AGREEMENT

A. Successor:


To the extent permitted by law, this agreement shall be binding upon the Employer's successor, assignee, or transfer, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

B. Duration:

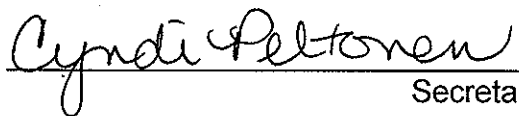
1. This Agreement may not be modified in whole or in part by the parties except by mutual agreement.
2. This Agreement shall continue in effect for a period of 3 years, commencing July 1, 2010 and ending June 30, 2013.
3. The provisions of this Agreement shall be in effect as of July 1, 2010 and shall continue and remain in effect through June 30, 2013. 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.
4. 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 Employer have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

CLAWSON PUBLIC SCHOOLS

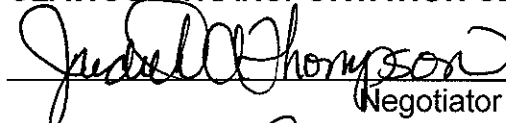


Board President



Secretary

CLAWSON TRANSPORTATION CLUB



Negotiator



Negotiator

“SCHEDULE A”

SALARY SCHEDULE AND LONGEVITY

A. Salary Schedule:

SALARY SCHEDULE			
	Hourly Rates		
Experience Level	2010-2011	2011-2012	2012-2013
0-90 days – Probation	14.63	SALARY OPENER	SALARY OPENER
90 days – 1 year	14.94		
2 nd year	15.37	STEP FREEZE	STEP INCREASE
3 rd year	15.75		

B. Longevity:

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

"SCHEDULE B"

INSURANCE AND BENEFITS

PLAN A:

A. Hospitalization Medical Coverage:

1. The Employer shall provide, through the Clawson Public Schools Insurance Plan, hospitalization and medical coverage for full-time drivers, their spouses, and eligible dependents. The plan for the duration of this contract will be Priority Health HSA PPO.
2. Employee Contribution: Full-time drivers electing coverage shall contribute toward Clawson Public Schools Insurance Plan. Employer will deposit all driver contributions into each driver's Health Savings Plan, as follows:

Employees Earning	Shall Contribute to HSA
Up to \$50,000	\$50.00 monthly
Between \$50,001 - \$75,000	\$75.00 monthly
More than \$75,000	\$100.00 monthly

3. Health Savings Plan: Full-time drivers electing health coverage will sign the necessary forms in order to establish a Health Savings Plan (HSA) through PNC Bank.
4. Priority Health HSA PPO Deductible: Priority Health HSA PPO is a fully funded PPO. This plan has a \$1,500 single / \$3,000 family deductible. The Employer will contribute \$1,200 single /\$2,400 family to driver's HSA, and the remaining \$300/\$600 will be funded through Employee HSA contributions as described in Article V, Plan A., Section 2.
 - a. After the deductible of \$1,500 single/\$3,000 family has been met, there will be \$0 co-pay on primary, specialist, urgent care, emergency room, and hospital visits, and on advanced imaging, in accordance with the Priority Health HSA PPO Plan.
 - b. Prescription Benefits: After the deductible of \$1,500 single/\$3,000 family has been met, there will be a \$40.00 co-pay on preferred brand prescriptions, and a \$10.00 co-pay on

generic brand prescriptions, in accordance with the Priority Health HSA PPO Plan.

5. Driver on Sick Leave: After a driver is on sick leave and has exhausted his/her sick leave reserve, the Employer agrees to continue to pay the premium of hospitalization medical coverage for three (3) months.

B. Dental Insurance Coverage:

1. For each full-time driver, Employer will provide full-family dental care benefits through Met Life for the duration of this contract, for eighty percent (80%) coverage for classes I, II, III, and IV, with coordination of benefits.
2. Such benefits shall terminate when the driver terminates his/her employment.

C. Optical Coverage:

1. For each full-time driver, Employer will provide full-family vision care benefits through EyeMed for the duration of this contract.
2. Such benefits shall terminate when the driver terminates his/her employment.

D. Life Insurance Coverage:

1. \$20,000 Term Life with AD&D for employee only plus \$5,000 Basic AD&D
2. The insurance carrier for the duration of this contract is National Life.
3. After a driver is on sick leave and has exhausted his sick leave reserve, the Employer agrees to continue to pay the premium of the term life insurance policy for a period of six (6) months.

E. Long Term Disability Insurance Coverage:

1. For each full-time driver only, the Employer 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 "offset" 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.

2. Such benefits shall terminate when the driver terminates his/her employment.
3. The insurance carrier for the duration of this contract is National Life.

F. Enrollment:

1. Every full-time driver shall have the right to participate in the program. Enrollment times are:
 - a. At the conclusion of the probationary period of ninety (90) workdays. Policies will take effect under carrier regulations.
 - b. During the Open Enrollment Period. Policies will take effect under carrier regulations.

PLAN B:

No Health: Cash in Lieu of Health: The rate of payment shall be \$1,500 annually. Such payments will be spread equally over the number of pays from October through the first pay in June of the fiscal year in which health coverage is declined.

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.

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)

G. Provisions Applicable Under Plan A and Plan B:

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

H. Cash In Lieu Stipend:

Part-Time Drivers: A part-time driver working four (4) or more hours per day, but less than six (6) hours per day will receive a stipend prorated against \$1,500 annually. [Example: A four (4) hour employee would receive two-thirds (2/3rds) of \$1,500, for a stipend of \$1,000.00.] Such payments will be spread equally over the number of pays from October through the first pay in June.

I. Tax-Sheltered Annuities:

The Employer will provide driver the option to select tax sheltered annuity carriers from an approved group. Driver may begin participation anytime within a school year, and may make one additional change the first year. A driver who continues participation thereafter may make changes no more than two (2) times during a school year.

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