

AGREEMENT

between

CARROLLTON
BOARD OF EDUCATION

and the

CARROLLTON
BUS DRIVERS ASSOCIATION

2011-12
2012-2013
2013-2014

Carrollton Public Schools
Carrollton, Michigan

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION	3
ARTICLE II	WORK ASSIGNMENTS	3
ARTICLE III	WAGES AND OTHER REMUNERATION	3
ARTICLE IV	GRIEVANCE PROCEDURE	6
ARTICLE V	UNPAID LEAVES	6
ARTICLE VI	DUTIES AND RESPONSIBILITIES	7
ARTICLE VII	POLICIES AND PROCEDURES	8
ARTICLE VIII	BOARD RIGHTS	10
ARTICLE IX	DURATION	10

**ARTICLE I
RECOGNITION**

In accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Carrollton Board of Education does hereby recognize the Carrollton Bus Drivers Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other conditions of employment for the term of the Agreement for all regular bus drivers in the school system. Substitute drivers are exempt from this agreement with the exception of wages.

**ARTICLE II
WORK ASSIGNMENTS**

A. Work Assignments

1. All bus drivers are subject to assignment or transfer to such bus routes and responsibilities as will serve the best interest of the Carrollton Public School District.
2. The Transportation Coordinator or Director of Transportation will make all assignments through the transportation office.
3. Seniority will be given consideration in any assignment or transfer.

B. Seniority

New drivers on regular routes will be placed on a ninety (90) calendar days probation. Excessive absenteeism or tardiness will result in loss of seniority. No driver shall allow anyone to drive the bus or act as a substitute unless authorized to do so by the Coordinator or Director of Transportation.

1. Regular Full-time: Driver with daily scheduled regular run(s) working 40 hours per week.
2. Regular Part-time: Driver with daily scheduled regular runs working less than 40 hours per week.
3. Substitute Driver: Driver driving extra trips or substituting for regular driver.
4. Seniority determined by time and date of hire.

C. Trip sheets shall be given to all drivers one (1) week in advance when possible.

~~**D.** In case of a merger with another District, the Board of Education will exercise its influence to attempt to insure employment for our bus drivers. (Language prohibited.)~~

**ARTICLE III
WAGES AND OTHER REMUNERATION**

A. WAGES

EFFECTIVE	11-12	12-13	13-14
1 st year driving	11.14	Wage opener	Wage opener
2 nd year driving	11.70		
3 rd year and longer	12.45		
Lump Sum (Reg. Drivers only)	\$300		

Drivers with ten (10) or more years of driving service with the district shall receive an additional ten (10¢) cents per hour for all hours driven. Regular, full-time drivers (as described above) shall not receive an hourly wage less than the highest paid substitute driver.

1. Substitutes who drive twenty-five (25) days the previous school year will be paid on the appropriate step of the salary schedule as either a first, second or third-year driver. Substitutes who drive twenty-four (24) days or less the previous year shall be paid according to the first year driving step. Substitute drivers driving the same route two (2) weeks consecutively or more shall receive the benefits of any holiday or "Act of God" day, which may occur (up to 2 days).
2. A minimum of one (1) hour driving time will be paid for any one (1) scheduled driving period. However, if the first hour run is interrupted by trip, the first hour run must be completed prior to counting trip time.
3. The Board of Education will pay one-third (1/3) of the estimated value of the trip to the driver when the trip is canceled for reasons within the control of the Board of Education and the driver is given less than twenty-four (24) hours' notice.

B. Pay Procedures

1. Trips should be paid on the basis of the driver's hourly wage straight through from the time leaving school until the return to the school. A trip is any run outside a regular school runs. (Normal class activity is not a trip; for example, taking a class to the bowling alley for six weeks.)
2. When the driver returns to the school but there is less than an hour before the next trip or run, the driver shall receive pay for that time. When the driver is permitted to return to the school and there is an hour or more, the driver shall not receive pay for the time between the trip run.
3. Day and night trips shall be offered to all drivers on a rotation basis (in order of seniority). Drivers are eligible for trips after ninety (90) day are regular driving time.
4. On all trips consisting of five (5) hours or more where a meal is not otherwise provided, the driver shall receive a Four Dollar and Fifty Cents (\$4.50) lunch allowance and a Five Dollar and Fifty Cents (\$5.50) dinner allowance. Substitute drivers will be granted the meal allowance after five (5) years of bus driver employment with Carrollton Public Schools.

C. Overtime

1. All hours worked on Sundays and holidays will be paid on a double-time basis.
2. Time and one half (1½) shall be paid for all hours worked over eight (8) hours Monday through Friday. All hours worked on Saturday shall be paid at the rate of time and one-half (1½).
3. Drivers assigned to overnight trip or trips shall be paid a flat eight (8) hour rate per day, plus meals, if not provided on site.
4. Substitutes and employees having retired and drawing retirement benefits from Public Service will not receive any benefits even though employed by the Carrollton Public Schools.

D. Snow Days - The parties agree to follow CEA negotiated guidelines on Act of God days. Drivers will be paid for allowable Act of God days. Drivers will not receive pay for those days, which are made up. However, each driver must work the day before and the day after such school closing to receive wages for these days.

E. Physical Examinations - Required physical examinations will be paid for by the Board of Education. A physician designated by the Carrollton Board of Education or the driver's personal physician will complete all required physical examinations. If the driver selects his/her personal physician, reimbursement will be paid to the driver in the amount equal to the amount the Board is charged by the Industrial Clinic.

F. Commercial Driver's License - Commercial Driver's License fees shall be reimbursed at the rate per year, which equals the annual pro-rata share of the total fee.

G. Bus Driver's School

1. Drivers sent by the District to meet Federal or State of Michigan requirements would be paid at a regular hourly wage.
2. Tuition for classes will be paid directly to the instructing institution by the Carrollton Board of Education.

H. Sick Days

(Earned on a pro-rata basis, based upon the driver's regular daily schedule)

1. Regular bus drivers will be granted ten (10) sick days per year. If the days are not used in any one school year, they can accumulate into the next school year. The maximum accumulation shall be one hundred (100) days.
2. All requests for sick leave must be submitted to be approved by the Superintendent or his designated representative.
3. The Board, at any time at its expense, may require an employee to submit to an examination by a physician.
4. A driver may use two (2) sick days per year for personal business, which cannot normally be handled outside work hours. The reason and date are subject to administrative approval.
5. Upon retirement, a driver will be paid one-half (1/2) his/her accumulated sick days at the rate of 50% of the previous year's average daily rate.

I. Holidays

1. Drivers who have completed their probationary period shall receive their regular daily rate for the following holidays: Christmas Eve, Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, Good Friday, and the Day after Thanksgiving. The Fourth of July will be a paid holiday for drivers working during the summer.
2. The employee must be a permanent employee as of the holiday.
3. The employee must have worked the last scheduled workday prior to the holiday and the next scheduled workday after such holiday in order to be eligible for holiday pay.

J. Bereavement

1. Employees will be allowed up to three (3) days to be deducted from their sick leave for a death in the immediate family. Immediate family to include: father, mother, father-in-law, mother-in-law, spouse or child. The employee must, however, attend the funeral.
2. Employees will be allowed one (1) day to be deducted from their sick leave accumulation for the death of grandparents, brother, sister, brother-in-law, sister-in-law, grandchildren,

son-in-law or daughter-in-law. The Superintendent or his designated representative may grant additional time upon approval.

- K.** Those drivers who complete the full **Red Cross program**, including CPR, will receive One Hundred (\$100.00) Dollars upon receipt of the Red Cross certificates. Annual update certificates will be reimbursed in the amount of ten (\$10.00) Dollars.
- L. Jackets** - The Board of Education will pay forty (\$40.00) Dollars per year for the actual purchase of mutually agreeable bus driver's jacket from the CAA. Driver will be reimbursed upon presenting receipt. Substitute drivers will be grant the jacket allowance after five (5) years of bus driver employment with Carrollton Public Schools.
- M. Copies of this Agreement** shall be printed at the expense of the School Board and distributed to all members of the unit.
- N. Health Benefits:** Regular Full-time Drivers (as defined in Article II) are eligible for single health insurance coverage through Health Plus (or another carrier as assigned by the Board of Education).

 - 1. If Health Insurance is chosen, the board agrees to pay for 12 months at 80% of the total cost of said insurance. The employee shall pay 20% through pre-tax payroll deduction.
 - 2. Health coverage will not be offered to an employee that has health insurance available through a spouse.
 - 3. Those qualifying employees who do not participate in the District's health insurance program shall be eligible for an annual payment in-lieu of insurance of \$1,000. This amount will be paid at the end of the school year to eligible members employed at that time.
- O. Vision Insurance:** Regular Full-time Drivers (as defined in article II) are eligible for full-family VSP 2 vision coverage paid by the Board of Education.

Note: No other insurance benefits are available for members of this bargaining unit.

ARTICLE IV GRIEVANCE PROCEDURE

- A.** An employee having a complaint shall first present it to the Director of Transportation within five (5) days of the act or condition that caused the complaint.
- B.** If the complaint is not satisfactorily settled, it will be submitted, in writing, to the Superintendent or his designated representative within ten (10) days of the act or condition that caused the complaint.
- C.** If the employee is not satisfied with the answer received from the Superintendent or his designated representative, he may appeal the complaint to the Board of Education within twenty (20) days of the act or condition that caused the complaint.
- D.** At the next regular Board meeting, the Board, or a designated committee, shall answer the grievance, and this answer shall be final and binding.

ARTICLE V UNPAID LEAVES

Written requests for unpaid personal days or leaves must be requested at least ten (10) days in advance of the date requested whenever possible. The Administration will answer the request in writing seven (7) days in advance whenever possible.

ARTICLE VI DUTIES AND RESPONSIBILITIES

A. Maintenance of Vehicle

1. The driver should not operate a bus, which he/she believes to be unsafe.
2. All bus engines should be fully warmed before moving the bus.
3. All drivers are to check gauges-oil, gas, and etc.-before starting each bus run.
4. All drivers are to check the condition of the bus, including brakes, steering gear, lights and signals.
5. All drivers are to check the emergency equipment on the bus including fire extinguisher, first aid equipment and flares.
6. Windshields and other necessary windows are to be kept clean at all times.

B. Operation of Vehicle

1. General Rules
 - a. It is most important that the driver take all possible precautions to make each trip a safe trip. All rules and regulations must be followed to ensure this.
 - b. The bus driver has the sole responsibility for the safety and welfare of the passengers while the bus is in motion.
2. Moving Operation
 - a. Avoid jerky starts and sudden stops.
 - b. Observe that passengers are in their seats before the bus is put in motion.
 - c. Be sure that the doors are always closed when the bus is in motion.
 - d. Bring that bus to a COMPLETE STOP before passengers leave their seats to depart from the bus.
 - e. Avoid turning or swerving suddenly.
 - f. Go slow over bumps and rough places.
 - g. Observe carefully all signs, signals, and rules of the road and courtesies due to others.
 - h. NEVER leave the bus while the motor is running.
 - i. NEVER leave the key in the bus when you leave it.

- j. A school bus should not run backwards on school grounds without proper signal from a responsible person.
 - k. While within the city limits of Saginaw, all school buses are to pull to the curb at regular intersections when discharging or picking up passengers.
3. Accidents Involving Students - An accident report must be completed on all cases. This would involve any incident related to the bus even though it does not involve another vehicle or object. Such an instance might be a passenger slipping and falling as he enters or leaves the bus, a student bumping his nose, etc. due to any motion of the bus or another passenger pushing, etc.
4. Accidents Involving Other Objects or Vehicles
- a. The driver shall report all accidents to the Administrative Office immediately after the accident occurs.
 - b. The driver is not to leave the scene of an accident until the presiding police force has investigated the accident and made a report of it. Further, a driver shall remain until all students have been satisfactorily attended to or officially relieved of his responsibilities.

ARTICLE VII POLICIES AND PROCEDURES

A. Relative to Drivers

- 1. Any dangerous condition must be reported to the Director of Transportation to insure the safety of employee, passengers and equipment.
- 2. NEVER fill the gas tank while there are passengers on the bus.
- 3. A driver receiving a violation summons is financially responsible for any costs or fines assessed against him.
- 4. Buses shall not be used at any time other than for school purposes except when authorized by the Director of Transportation.
- 5. Whenever possible, have buses parked in loading areas on school grounds before students are dismissed.
- 6. Limit the number of passengers to the authorized capacity of the bus.
- 7. The bus should be properly ventilated at all times.
- 8. When buses are parked following the completion of the bus trip, doors and windows are to be closed.
- 9. Each bus driver will be held accountable for all gas for school bus operation. At the time of filling, each driver will fill in the number of gallons of gas loaded and the speedometer reading and sign it.
- 10. Gas tanks are to be filled before the morning schedule.

11. NO smoking is allowed on school buses. A "NO SMOKING" sign will be stenciled on the interior of the bus.
12. Neatness of the driver is important.
13. All buses shall be washed inside and out-floors, seats, etc. at least once a month.
14. The Director of Transportation is in full charge of the bus transportation program. Drivers are to contact him/her for information relative to mechanical repairs and maintenance, changes in bus routes, bus stops or anything pertaining to school bus operation which must be cleared through the Director of Transportation.

B. Relative to Passengers - Discipline

1. When a passenger is given two (2) discipline slips, he is subject to withdrawal of his bus pass and riding privileges for a period of one (1) week. When he resumes riding the bus, if he receives one (1) more discipline slip, he is subject to withdrawal of his bus pass and riding privilege for a period as deemed necessary by the Superintendent or his designee. The results of discipline slips shall be made known to the driver within one (1) week.
2. It is important for the driver to note that he is in full charge of the bus and its passengers. As such, he is responsible for seeing that the passengers follow the established rules and regulations. The bus driver has no authority to remove a passenger from a bus; however, he shall file a complaint to the Director of Transportation or Superintendent concerning the infraction of the rules. The Director of Transportation or Superintendent will then take appropriate disciplinary steps.
3. All passengers must be seated before the bus is put in motion.
4. The bus must come to a full stop before the passengers leave their seats to depart.
5. No passenger shall AT ANY TIME extend arms or hands out the bus windows.
6. Have passengers pass in front of the bus when leaving bus to cross road.
7. Pupils may be refused transportation for continued disorderly conduct or refusal to observe rules and regulations.
8. Do not allow anyone to hold onto outside of bus when bus is in motion such as sledding, skating and bicycling.
9. No eating or drinking on the bus.

CARROLLTON
BOARD OF EDUCATION

Agreement between

and the

CARROLLTON
BUS DRIVERS ASSOCIATION

**ARTICLE VIII
BOARD RIGHTS**

Unless specifically limited by provisions elsewhere in this agreement, nothing contained herein shall restrict the employer in the exercise of its legal authority and function of management to make decisions concerning district operations.

**ARTICLE IX
DURATION**

This Agreement shall continue in full force and effect until June 30, 2014.

Carrollton Public Schools
Board of Education

Carrollton Public Schools
Bus Drivers' Association

Phillip A. Abney, President, Board of Ed.

Regina Hollenguest, Driver

Dr. Craig C. Douglas, Superintendent

Matthew Stofer, Transportation Director

Date

Date