

CONTRACT AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF CAPAC COMMUNITY SCHOOLS

AND THE

CAPAC BUS DRIVERS ASSOCIATION

AUGUST 2008 TO AUGUST 2011

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**AGREEMENT BETWEEN
CAPAC COMMUNITY SCHOOLS - BOARD OF EDUCATION
AND
CAPAC BUS DRIVERS ASSOCIATION**

This agreement entered into this 20th day of November, 2009, by and between the Board of Education of the Capac Community School District and the Capac Bus Drivers Association, MEA/NEA hereafter referred to the Board and Association, replaces any and all prior agreements between the above mentioned parties.

ARTICLE I - RECOGNITION

Section 1. The term "employee" as used herein shall include bus drivers. Reference to male employees shall include female employees.

Section 2. The Board and the Association agree that the provisions of this agreement shall be applied to employees without regard to race, color, religious creed, national origin, or sex.

Section 3. The employer agrees that supervisors or other personnel shall not be used at any time to displace or cause lay off of regularly employed members of the bargaining unit.

Section 4. Supervisory employees may continue to perform their assigned duties as has been the custom in the past.

ARTICLE II - RIGHTS OF THE ASSOCIATION

Section 1. The Association and its members may use the school building facilities for meetings, subject to scheduling and approval of the superintendent. Drivers may use the bulletin board and phone in the bus garage and inter-school mail for the Association and its members provided it does not interfere with the orderly conduct of school business.

Section 2. The following reports will be made available to the Association: (1) copy of the annual financial report for the year ending as of June 30, after completion of the audit; (2) copy of the budget that is presented for adoption by the Board; (3) a suitable number of copies of this agreement for distribution to all Association members; and (4) information that is germane to the processing and handling of grievances shall be made available. The Association will reimburse the Board for costs incurred in the compilation and/or duplication of any additional materials.

Section 3. Any additional bus runs not covered by this agreement shall be negotiated prior to the beginning of the new run.

Section 4. In the event that any of the provisions of this agreement shall be, or become invalid or unenforceable by reason of any federal or state law now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of this agreement.

Section 5. Since all members of the bargaining unit are beneficiaries of this agreement, the expense of its negotiation and administration shall be shared equally. If a driver shall fail to pay Association dues, he/she shall as a condition of continued employment pay a service fee established by the Association.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of the CBDA Contract.

Section 2. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States.

a. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer.

b. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days.

c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

d. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof of changes therein, the institution of new and/or improved methods of changes therein.

e. Adopt reasonable rules and regulations.

f. Determine the qualifications of employees, including physical condition.

g. Determine the location or relocation of its facilities including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof and

the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

k. Determine the policy affecting the selection, testing or training of employees.

Section 3. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings, and equipment; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided. For the purpose of this article, all referred to days shall be regular work days. If any grievance is being initiated and/or already being processed through the grievance procedure within thirty (30) work days of the last day of the school year the parties shall meet and agree upon a revised schedule for the grievance procedure so that the matter is disposed of by that last day.

Step 1: Within five (5) days of the occurrence, the employee shall discuss the problem with the supervisor.

Step 2: If an employee or the Association does not believe the problem has been resolved, within five (5) days of the discussion with the supervisor the employee shall file a written grievance with the supervisor and a written decision is required within five (5) days.

Step 3: Within five (5) days, if the employee or the Association believes the decision incorrect or incomplete, the written grievance shall be transmitted to the Superintendent or his/her designee. Within five (5) days, the Superintendent or his/her designee shall meet with the employee or the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a

copy thereof to the aggrieved employee and the Association. The option of processing grievance to Step 4 or Step 5 will be mutually agreed upon by both parties.

Step 4. Within five (5) days, if the employee or the Association believe the decision incorrect or incomplete, the written grievance shall be transmitted to the Board of Education or a designated Board committee. The Board will review the grievance no later than the next regular meeting. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

Step 5: Within five (5) days following the receipt of the disposition of the Board of Education, if the Association believes the decision to be incorrect or incomplete, the grievance may be submitted to the State Labor Mediation Board. The Mediator will convene a hearing of the grievants. Any agreements reached in the mediation of the grievance shall be reduced to writing and signed by the parties of the grievance.

Step 6: If no agreement is reached at the hearing with the Mediator, the grievance may be referred for arbitration to the American Arbitration Association within thirty days of the Mediator hearing.

Section 2. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure, by reason of such participation. The personnel file of the bus driver shall not reflect in any way that a grievance was filed.

If an individual bus driver has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. No grievance shall be adjusted that is inconsistent with the terms of this agreement.

When and if it is necessary for a member of the Association to attend a meeting involving school administrators, during work hours, for the purposes of processing a grievance; there will be no deduction in pay for the person or persons involved in such procedures.

Section 3. The Board shall make available to the Association copies of a grievance form similar to that used for other employees.

ARTICLE V - DISCHARGE AND DISCIPLINE CASES

Section 1. In the event a non-probationary member of the unit shall be discharged from his/her employment on or after the date hereof, and he/she believes that he has been unjustly dealt with, such discharge shall constitute a case arising under the methods of adjustment of grievances as herein provided.

Section 2. In all cases of discharge, a grievance, if any, must be filed in writing within five (5) working days from the date the Association was notified in writing of the discharge.

Section 3. Letters of discipline will remain in the file however after five (5) years shall not be used or considered in employment related matters.

Section 4. Any employee or a group of employees who are called into any office for the purpose of discipline may request the presence of the chairman of the grievance committee or other committee men/women and such request shall not be denied by management.

Section 5. Bus drivers must meet all requirements to obtain and maintain their commercial driver's license. This is a condition of continued employment with the Capac Community School District. Candidates for the commercial drivers license shall apply for such license not less than (30) working days before the expiration of the license. Any bus driver who has not obtained the commercial drivers license will be discharged. Such discharge is not subject to the grievance procedure.

ARTICLE VI - LEAVES OF ABSENCE

SICK LEAVE

Section 1. Bus drivers will be credited with illness or injury leave days at a rate of one (1) day every month, September through June. Bus drivers will not be paid illness or injury days prior to earning them. Accumulation is unlimited. Drivers who have minimum of thirty (30) days accumulated sick days can opt by June 30 to be compensated for up to five (5) days at their daily rate. Days being compensated for have to be from that year's unused accumulation. The days a driver is paid for will then be lost and not accumulate. Accumulation is unlimited. All of the illness or injury leave days per year may be used for illness or injury to members of the family which includes father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, niece/nephew, sister-in-law, brother-in-law, grandparents, grandchildren, or a dependent of the immediate household.

Section 2. Any employee whose personal illness or injury extend beyond the period compensated under Article VI, Section 1, shall be granted a one (1) year leave of absence without pay. This leave may be extended on a yearly basis with the approval of the Superintendent and Board of Education. Unpaid leaves may be granted equal to the number of years of seniority not to exceed five (5) years. Seniority rights will continue for one (1) year but shall not be accrued thereafter. The driver shall give written notification to the Superintendent by no later than December 1, if he/she plans to return the second semester or request an extension for the remainder of the current school year or May 1, if he/she plans to return the first semester or request an extension for the following school year.

Section 3. When an employee is using sick leave and an act of God day occurs and closes school, the employee will not be docked these days against their sick days.

SICK BANK

The Board agrees to the creation of an illness or injury leave bank with each regular driver contributing five (5) days to establish the bank. Each new driver must have contributed a minimum of five (5) days before being eligible to collect any sick days from the bank. The bank will be maintained by each regular bus driver contributing a minimum of one (1) day of their accumulated illness or injury leave anytime the balance drops below seventy (70) days. Whoever does not have a day to contribute, shall have the days taken out as earned the following school year. In order to qualify, a regular bus driver must have used all of his illness or injury leave. A maximum of ten (10) days can be requested at one time. If additional days are needed, a driver must reapply. Days that are requested and granted but not used must be returned to the sick bank. Application shall be made to the Superintendent stating the reason for the request and the number of days needed and will be reviewed by him/her and a committee of three regular drivers selected by the Association and transportation supervisor with final determination being made by the Superintendent. A doctor's note must be attached to the request. This decision will not be subject to the grievance procedure.

Sick bank days will be limited to 30 days per member per school year.

Members using days from the sick bank will be required to repay a maximum of five (5) days prior to applying for additional days.

Repayment of sick days by the member to the sick bank shall be repaid as follows:

Days Used	Days to Repay
6 to 10 days	1
11 to 15 days	2
16 to 20 days	3
21 to 25 days	4
26 to 30 days	5

Drivers will repay days as earned, when they return to work following their illness.

A bargaining unit member must be absent a minimum of five (5) consecutive days prior before applying for days from the sick bank. The first five (5) days will not be paid days. The member may apply for paid days from the sick bank beginning with the sixth day of absence. The five (5) day waiting period will be waived in cases where the member has been admitted to the hospital.

BUSINESS DAYS

Section 1. Bus drivers shall be allowed up to two (2) paid business or emergency leave days per year (non-cumulative) for the use of the individual to care for situations which cannot be handled at other times. These two days shall be allowed without review. Unused business days in any given year will become accumulated sick days effective beginning with the 1999-2000 school year. Drivers must list the reason for their absence and can be required to furnish proof of the event listed, i.e.; a subpoena or paperwork demonstrating a house closing. Said days may be taken providing that only one employee is gone for business leave on any given day and arrangements are made and approved with the transportation supervisor five (5) days in advance of the anticipated absence. The business leave days will be allowed on a first come basis. In case of an emergency, the Superintendent may waive the five (5) days advance notice. Forms for requesting a business leave day(s) will be available in the school offices and approval of a central office administrator is required before the absence is approved without loss of pay under this paragraph. Business leaves shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation or holiday period, with one exception, the driver produces, in advance, evidence of a court appearance.

- a. Prior approval of the superintendent is necessary for business leave days. Forms will be provided for drivers to make application and must be submitted at least five (5) days in advance (if known five (5) days in advance).
- b. In emergency situations, the transportation supervisor should be notified as soon as possible prior to the next regular bus run of the driver.
- c. The Capac Bus Drivers' Association/MEA shall be allowed four (4) Association days per school year to conduct its business, and to attend region or state level Association conferences. The President shall determine what members may use Association days. These days shall be without loss of compensation and benefits. No more than two (2) drivers may use these days on the same day and these days must be approved five (5) days in advance with final approval being made by the transportation supervisor. For urgent matters, the transportation supervisor may waive the five (5) day advance notice.

OTHER TYPES OF LEAVES

Section 1. Death in the Family. Bus drivers will be allowed up to six (6) days per year with pay to be used in the event of death in the immediate family of the driver or spouse. Immediate family shall be defined as father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, niece/nephew, sister-in-law, brother-in-law, grandparents, grandchildren, or a dependent of the immediate household.

Upon request, the superintendent may approve an employee's use of two (2) funeral days (from the initial six) to be used for funerals other than immediate family.

Section 2. Maternity Leave. The Board of Education shall grant a leave of absence for maternity without pay upon written request for such leave.

The Board shall grant to any driver a leave of absence for the purpose of childbirth. Such leave shall commence when driver is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. The Board shall be given two weeks' notice prior to the anticipated return of the driver.

In case any dispute as to whether a driver, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the driver through her pregnancy shall make the final and binding determination unless the Board desires an additional opinion from a mutually selected physician by the Board and driver at Board expense.

At the option of the driver, a child care leave of absence may be granted to the end of the school year in which the driver commenced a childbirth leave of absence. The child care leave may be extended up to one school year by the written request of the driver prior to July 1, of the school year in which the childbirth leave commenced.

In the event of miscarriage prior to the start of maternity leave, the illness or injury leave provision of this agreement shall apply.

Section 3. Jury Duty Leave. Bus drivers shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay. Any compensation for such jury duty shall be deducted from his regular salary unless jury duty compensation exceeds employee's amount of pay. Drivers shall report to regular assignments when jury duty is one-half day or less if time permits. (Use Jury Duty Form 1125.)

Section 4. Other Leaves.

a. Absence from duty may be authorized by the transportation supervisor except in those instances where Board of Education Policy or administrative regulations expressly reserve this authority to the Superintendent. Absence for reasons not covered in this agreement or any exceptions of this agreement may be authorized by the Superintendent.

b. Drivers may make application to the Board of Education requesting unpaid leaves of absence for reasons other than childbirth and child care. Seniority will be frozen while on unpaid leave for purposes of other employment.

c. Any driver who resigns or leaves the employ of the school without a leave of absence granted by the Board of Education for any period of time shall lose seniority rights.

ARTICLE VII - SENIORITY - ASSIGNMENTS

Section 1. Subject to the provisions of agreement, each employee shall have seniority as of his/her most recent date of hire by the Board and accumulating from that date so long as it is not lost through any other provision of this agreement. In circumstances where more than one driver is hired on the same date, seniority will be determined by their substitute driver starting date. Drivers hired on the same day without district substitute driving experience will participate in a drawing, by lot, to determine their position on the seniority list.

Section 2. Probationary Period.

a. New employees shall be on probation until they have worked 182 student days during which period they may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed by the Board.

b. In the event that it is necessary to reduce the bus driving staff due to necessary changes in the transportation program, drivers will be laid off and rehired on the basis of seniority.

Section 3. Assignment to Runs.

a. Runs will be chosen prior to the start of the school year by the drivers as listed by seniority. No driver will be allowed to pick a kindergarten or skill center run unless they already have a regular run AM or PM. Once runs have been established for the school year, seniority does not allow driver to "bump." However, if a tentative run is eliminated, then the affected driver may bump the least senior driver.

b. To the extent possible, buses handling students with special needs for getting on and off buses will be specially outfitted and/or have appropriate assistance as required by the student's Individual Education Plan (IEP). Should a student be identified (by the IEP process or by other means) as needing special accommodations to be transported safely, the Director of Special Education will follow the following process:

1. Notification in writing to the transportation supervisor who will inform the driver.
2. Meeting with the Transportation Supervisor and driver if necessary.
3. Providing necessary training as appropriate.

The Teacher, Building Principal, Director of Special Education and Bus Supervisor will work with the driver, student and parent to eliminate problems.

c. If a driver is on leave at the start of the school year, a run may be chosen in seniority order, to be assumed at the end of the leave providing the driver shows proof of ability to work and returns to work by the fourth Friday of that school year. If the same driver returns to work on or before the fourth Friday and then goes back out on leave for the same medical reason within four (4) week period, the position shall be posted and seniority rights shall apply.

d. When temporary openings occur on Kindergarten or Skill Center runs, they will be made available according to the rotation list. The original driver is the only driver who has a right to that run. Temporary Kindergarten or Skill Center drivers who are absent for any reason forfeit the run to the next driver on the list.

e. The run of a bus driver who terminates employment shall be posted and seniority rights shall apply. The posting shall be filled by seniority and shall be posted within 5 days of becoming vacant, posted for 5 days and filled within 5 additional days.

f. Temporary assignment for AM-PM runs for the purpose of filling vacancies of employees who are on vacation, leaves of absence, etc., may be filled by the bus supervisor or mechanic only in the event that a substitute driver approved by the superintendent is not available.

g. In the event no one volunteers for a skill center absence, the transportation supervisor and Association President will select someone using among other criteria the rotation system based on seniority.

Section 4. New full-time drivers to the district may be allowed up to a maximum of three steps on the salary schedule for outside school bus driving experience. All new drivers will serve the probationary period.

Section 5. A driver must notify the transportation supervisor prior to August 1, if he/she does not intend to return for the following year. At all other times, a bus driver terminating

employment at their request will give at least two (2) full week's notification. An employee's seniority shall terminate upon the occurrence of any of the following:

- a. Voluntary resignation.
- b. Discharge for cause.
- c. Absence from work for a period of three (3) consecutive scheduled work days without notification to the supervisor during such period of the reason for the absence.
- d. Failure to report for work upon recall from layoff within five (5) scheduled work days after notice to report for work is sent by registered or certified mail or telegram to the employee's last address on file with the Board.
- e. Retirement.
- f. Employees who accept positions outside of the bargaining unit which interfere with their scheduled run.
- g. Being on an unapproved leave of absence.

ARTICLE VIII - WORKING CONDITIONS

Section 1. Drivers will report to the bus garage at least 10 minutes prior to their scheduled driving time.

Section 2. The lounge in the garage shall be used as a driver waiting room so long as it is not necessary for classroom use.

Section 3. Employees must report any on the job injury immediately to their supervisor. The employer will aid in expediting all workmen's compensation claims.

Section 4. If any legal action is brought against an employee by reason of any school involvement, the Board may provide such legal counsel and assistance to the employee in his defense as is permitted under the law, provided the employee was performing his duties in accordance with Board and School Policies.

Section 5. Checking of Buses.

- a. All drivers shall be responsible for checking flashers, mirrors, lights, fuel, tires, exhaust systems, and emergency exits for operating efficiency.
- b. All drivers shall be responsible for cleaning of the interior of his/her bus, inside and outside mirrors, as well as interior and exterior rear and front four windows, right and left sides.

c. The checking and maintenance of all functioning parts under the hood of a bus and all washing of the buses shall be the responsibility of garage personnel.

d. Drivers shall be responsible for fueling their own bus.

Section 6. For outside trips, the bus driver is responsible to have the bus he/she drives cleaned the day or night the trip is taken and all repair orders made out. The Board shall provide one mobile phone to be used on special trips out of the district's radio coverage area. The Board may establish reasonable rules for use of the mobile phone.

Section 7. It shall be cause for suspension without pay if a bus driver refuses or fails a breathalyzer or like test. It shall be cause for discharge if the driver is convicted of drunk driving (DUIL) or impaired driving (OUIL) after the failed or refused breathalyzer.

The driver shall report to work no later than (3) three regular work days following his/her court hearing if they are found not guilty. A discharge for such offenses shall not be subject to the grievance procedure. It shall be cause for discharge if a bus driver loses his/her commercial CDL driver's license. The listing of these offenses is not intended to cover all offenses for which an employee may be discharged.

Section 8. At the request of the Board, bus drivers shall make themselves available for drug and/or alcohol testing by a doctor to be chosen by the Board. The bus driver shall make himself/herself available for such test the same day the request is made. The testing will include the Roche Specimen Security System in the handling of specimens. This system assures there was no opportunity for tampering with the specimens. This testing further includes a screening and a confirmation of positive screens by gas chromatography/mass spectrometry (GC/MS), the most reliable and legally acceptable confirmation method. Refusal to take such test shall be cause for discharge which shall not be subject to the grievance procedure. When the results of the drug testing are positive, the district may exercise disciplinary authority up to and including discharge. Such discharge is not subject to the grievance procedure. Drivers will normally be requested to have testing once each year and will not be asked to do it more than twice in a given year unless they have failed a previous test or the Board has evidence which gives rise to a reasonable suspicion, or current law as outlined below:

Clarification of current mandatory drug/alcohol testing contract:

District contract is through Testing Management Services, with mercy Hospital as the collection site.

This testing meets the minimum requirements of the Department of Transportation. Random drawing is quarterly with 50% testing of drugs, 10% alcohol, and 40% drug/alcohol testing.

Random drawing of names is done on a quarterly basis, with the possibility of an individual being drawn a maximum of four times a year for any combination of above testing.

Section III of DOT regulations state:

Under the DOT regulations drivers must be tested under the following circumstances:

1. Pre-placement testing
2. Reasonable cause testing
3. Random testing
4. Post-accident testing.

When employees are selected for mandatory drug and alcohol testing, compensation shall be as follows:

1. If an employee is forced to miss their regular or special run as a result of mandatory testing, the district will pay the employee the normal run rate for the missed run.
2. When an employee is selected for mandatory testing and no run is missed, the contractual rate of \$10.97/hour for 2008-09, 2009-10, and 2010-11 for mandatory attendance at in-services will be paid.
3. Mileage will be reimbursed at the current IRS rate.
4. When available, the district will provide a vehicle for employees' use to and from the testing site. If no district vehicle is available, the district will reimburse employees. When employees choose to use their personal vehicle, mileage will not be paid by the district.

Section 9. The Union agrees that the district may install cameras in school buses for the purpose of helping to improve student behavior and, accordingly, student safety on district buses. The Board designated Supervisor will notify drivers when the camera is in use whenever possible. Other than the driver of the bus being taped, only management personnel, which may include the full-time bus mechanic, will be present to review said tape unless driver consents to another person. The driver may review the tape upon request. The Board agrees that any tapes made by these cameras are for the purpose of

recording student behavior and will not be used in driver discipline cases unless the Driver's action violates the Corporal Punishment Law or some criminal law. The parties agree the driver will not be responsible for the tape, or its quality, or its existence or use in any way; and that the non-use will not be the responsibility of the driver. The Board agrees that the security of the videotaping system is not the responsibility of the driver.

Section 10. Employee Call In - Drivers are responsible for reporting their absence by calling an assigned number at least (1) hour prior to run departure except in cases of emergencies.

Section 11. All new buses will be ordered with a PA system.

ARTICLE IX - SPECIAL TRIPS

Section 1. Special Trips. All special trips shall be paid at the rate of \$10.93 per hour. Trips shall be a minimum of 2 hour's pay. The hourly rate will be computed on the basis of garage departure time. Special trips will be designated on a rotation basis.

- a. Special trips will be defined as any trip other than a regularly scheduled bus run unless otherwise specified by bus supervisor. Probationary drivers will not be allowed to drive outside trips until they have worked ninety (90) work days as a regular driver.
- b. The school district must post requests for buses forty-eight (48) hours or more in advance of the date needed with the exception of spectator buses which will be posted as soon as possible.
- c. In the event that regular drivers are not available, an approved driver may be assigned by the bus supervisor. The CBDA will furnish the transportation supervisor the names of seven (7) or more members available for outside trips. Trips will be taken in that order. If the driver does not want the trip or is unable to take it, the regular driver will lose his turn. If a trip is canceled, the driver that was assigned will take the first posted unassigned trip after cancellation.
- d. Salary paid on Saturdays will be paid time and a half. Salary paid on Sundays and holidays will be at double time excluding the Capac Memorial Day Parade. Bus runs for the Capac Memorial Day Parade will be on a voluntary unpaid basis.
- e. A minimum of one (1) adult chaperone will be assigned for every 25 students on special trips.

- f. Special trips with more than 9 students will be transported by a certified bargaining unit bus driver for trips within the Lower Peninsula of the state. The district may have the option of using commercial buses and drivers to up to two (2) trips within the Lower Peninsula. When the District chooses to use commercial buses and drivers for more than two (2) trips during the year within the Lower Peninsula, bargaining unit drivers shall be compensated the hourly rate of the trip as stated in Section 1 of this Article. The number of hours of compensation shall be equal to the actual hours of driving time to and from the scheduled destination. The school district shall determine the type of transportation utilized outside of the Lower Peninsula of the state.

Section 2. Employees required to be out of the school district on special assignments shall be allowed up to the following amounts provided they turn in itemized receipts. Meal allowance will be allowed on back to back trips with one hour or less between the end of one trip and the beginning of the next trip.

First 4 hours - maximum \$7.50

More than 4 hours - maximum of \$22.50 per day

Special overnight trips will be paid at the contract rate for a minimum of 6 hours per night on an overnight trip. Lodging, when required, will be paid for on the basis of an itemized invoice or receipt. Drivers will not be required to share lodging with non-drivers.

Section 3. Bus drivers shall be notified of special trips at least 24 hours ahead of time if the rotation system is to apply. With less than 24 hours, a driver may refuse to drive a special trip or a spectator bus without loss of rotation position. In the event that an emergency should occur and a driver is needed in less than the 24-hour period, a driver may volunteer outside the rotation system without loss of position.

ARTICLE X - INSURANCE BENEFITS

Section 1. Life Insurance. The Board shall provide group life insurance to regular drivers in the amount of \$25,000 to be paid to the driver's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Section 2. Insurance.

a. The Board will pay the monthly allowance, as set forth in Paragraph c. of this Article, (for 12 months) for MESSA Choices. The level of coverage shall remain the same as with Blue Cross/Blue Shield. The Board will not pay for any employee who is covered by a hospitalization program through some member of his/her family. (Employee shall sign affidavit to this effect at the beginning of each school year or if a change occurs.)

b. As of the date of this contract, present drivers shall enjoy the current health insurance program in effect (MESSA Choices health & Delta dental effective July 1,

2003). The level of coverage shall remain the same as with Blue Cross/Blue Shield & SET/SEG dental.

c.	<u>Trips</u>	<u>2008-11</u>
	4	\$265 per month
	3	\$255 per month
	2	\$235 per month
	1	\$210 per month

Skill Center Drivers - The Board shall pay full premium for health and dental benefits (driver only) or the driver may elect to receive cash-in-lieu equal to the full amount in the above table.

The payment will be made on a payroll deduction program on a pre-tax basis to the Capac Community Schools' MESSA Choices group.

d. Drivers not participating in health or dental shall receive 50% of the monthly allowance in cash. The member may elect to place the cash amount into a tax-deferred annuity account or apply the 100% of the amount toward dental insurance. If the cash amount exceeds the premium, skill center drivers may place the excess amount in a tax-deferred annuity account.

e. All drivers will receive MESSA VSP2 or "me too" with teachers.

ARTICLE XI - COMPENSATION

REGULAR RUNS

Bus drivers per trip work year shall be based on the number of scheduled student instruction days per trip schedule divided by 21 or 26 pay periods. Driver will have the necessary knowledge and ability to perform such services as required within the school transportation program plus various bus custodial duties. A regular trip will be defined as either a pick up or take home run.

In order for the drivers to be paid the number of student instruction days they must drive the number of scheduled student days.

It is mutually agreed that in consideration of bus driving services as required by the district the Board hereby agrees to pay a salary based upon a driver's experience for regular runs K-12 as follows:

<u>Experience</u>	<u>2008-11</u>
1st year	\$20.81
2nd year	\$21.16
3rd year	\$21.54
4th year	\$21.95
5th year	\$22.29
6th year	\$22.67
7th year	\$23.05
8th year	\$23.51

Note: Wage increase will occur on July 1st of each school year to coordinate with the district's new fiscal year.

The district will provide drivers a formula that calculates their estimated pay, and an account of their actual accumulated sick days. If possible, administration will provide this to the members by September 30 of each school year.

- a. Drivers are required to work a full scheduled work day before and after legal holidays, vacation periods, or midwinter break in accordance with the school calendar in order to receive pay for that day.
- b. When services either classified or unclassified are withheld from the district which necessitate the closing of the entire school system, they shall be considered as non-driving days and non-paid days and Section c below shall apply.
- c. Dock rate shall be at the run rates based on number of scheduled student instruction days. Should the number of school days increase, dock days shall be based on the increased work year.
- d. Should the number of school days increase, bus drivers' work year and compensation shall increase accordingly.

VOCATIONAL EDUCATION RUNS

Drivers of vocational education runs will be paid \$13.53 per hour, with a minimum of four hours for the run, based on the number of student instruction days.

KINDERGARTEN RUNS

Drivers of Kindergarten/Be-four runs shall be paid an additional \$1.95 per day , based on the number of student instruction days for kindergarten and the required number of days for Be-fours as outlined by the state.

SHUTTLE RUNS

Shuttle runs between Capac school facilities, will be compensated at the trip rate per half hour, on days worked with a minimum of one half hour guarantee. Note: A shuttle run is a separate run for purposes of transporting students from building to building within normal school hours.

REGULAR RUN COMBINED WITH A STOP AT A SCHOOL OUTSIDE OF THE DISTRICT

When a driver must stop at a school outside of the Capac School District as part of a regular run, he/she will be paid for 1-1/2 runs.

OTHER COMPENSATION

a. Physical. The cost of the required physical examination including drug screening will be paid by the Board if done by the Board approved doctor. If done by a different physician, the Board will pay a similar amount which is currently up to \$35 for the physical and \$20 for the drug screening. The cost of the tuberculin skin test or, if required, chest x-ray will be reimbursed up to the cost currently charged by the St. Clair County Health Department. Completed physical forms as required shall be received by the supervisor no later than September 1. Failure to complete this requirement will mean the driver is ineligible to drive without recourse.

b. Driver's License. Costs for driver's license will be paid by the Board plus the actual IRS mileage rate for going out of school district and taking the state bus driving test.

c. Bus Down Time. Bus down time (fog delay, mechanical breakdown, being stuck) over fifteen (15) minutes will be paid at the rate of \$2.73 per 1/4 hour. This rate will be paid for fog delay beyond the initial period of time set for the first delay.

d. Jacket. The Board of Education will provide regular bus drivers with jackets every year beginning with the 1996-97 school year. Spring jackets will be purchased in even years, and winter jackets will be purchased in odd years. Jackets will be provided for drivers employed after initial purchase time. Drivers having five (5) or more year's seniority will have the option of selecting a winter jacket or receiving a cash amount of \$100 in odd years and the option of selecting a spring jacket or receiving a cash amount of \$50 in even years.

e. Adjustment Pay. Adjustment pay may be made with the addition of runs or with the reduction of runs during the current driving year.

f. State Required School. Bus drivers will be paid at the mandatory in-service rate of pay excluding travel time for state required school and lunch reimbursement using school arranged transportation. Any regular driver going to night classes will do so at their own expense, unless night school is all there is available. A driver will not be paid for any missed regular bus runs while he/she is attending bus driver school.

g. Early School Closing or Cancellation. School closing early or canceled for any reason and the regular driver cannot be reached to make this run, the driver will not be docked for not making that run.

h. Unused Sick Days. Upon resignation or upon retirement, employees with 10 years of service or more shall be paid for all unused sick days at the rate of twenty (20) dollars per day not to exceed seventy-five (75) days. In the event of death, the ten (10) years or more of service will be waived and the driver's beneficiary will be paid at the above rate. Seniority begins with the date of hire by the Board with compensation beginning in the 1984-85 school year.

i. Bus Down Time During Outside Trip. In the event a trip is extended because of weather or circumstances outside the driver's control (i.e.; a one-day outing becomes an overnight because of a storm) the driver will be compensated at the down time rate. The driver may further be compensated for room and meals at the approved rate if it becomes necessary to incur this.

j. Additional Duty Pay.

1. Drivers asked to voluntarily attend in-service training when they are not normally scheduled to work will be paid \$6.86/hour.

2. The District may schedule up to four (4) mandatory in-services per year to be held between morning and evening runs. Drivers must receive 10 working days notice of such meetings. Drivers may be excused from mandatory in-services for good reason or if less than 10 working days notice is given. Drivers attending mandatory in-services will be paid at the rate of \$10.97 per hour .

3. Capac bus drivers that participate in the after-school tutorial program will be paid for sick days the same as other regular runs. Drivers shall have the option of accepting a special trip in lieu of the take-home tutorial program trip and not be paid for the tutorial program.

k. Paid Holidays.

Drivers will be paid the following holidays in addition to other agreed upon compensation: Labor Day, Christmas and Memorial Day.

ARTICLE XII - TERMINATION

This agreement and its provisions shall become effective upon execution, and remain in full force and effect through August 20, 2011, and thereafter for successive two (2) years unless notice of termination is given in writing by either authorized party to the other thirty days prior to its normal date of renewal.

In witness whereof the parties have executed this agreement by their duly authorized representatives this ____ day of _____, 2010.

BOARD OF EDUCATION

CAPAC BUS DRIVERS ASSOCIATION

John V. Antilla, President

Cheryl Martin, President

Gene Sinda, Secretary

Kathy Hoslet, Secretary

Tracy Stablein-Brooks, UniServ Director

BUS DRIVERS SENIORITY LIST

FEBRUARY 2, 2010

Seniority Rating	Name	Seniority Date	Adjustments not Reflected In Seniority List
1	Kathy Dotson	12/20/90	
2	Melody Bobcean	8/27/91	1 day 2005-06
3	Trisha Wilson	9/15/94	
4	Linda Ruddock	2/18/99	
5	Sherry Harms	9/23/99	
6	Lucille Wilder	4/20/00	
7	Ann Failer	9/28/00	
8	Valerie Hyde	9/28/00	22 days 2008-09
9	Cheryl Martin	11/16/00	
10	Kathleen Hoslet	3/20/03	
11	Diann Moran	8/21/03	5 days 2003-04, 2004-05 all year, 3 days 2007-08
12	Clifford Rose	2/17/05	
13	Molly Logie	10/19/06	Lay off 6/12/07, Recall 1/3/08
14	Yera, Lawrence	4/16/09	
	NON CBDA		
Supervisor	Gladys Burlison	7/17/03	
Mechanic	Shawn McCormick	9/18/03	
Mechanic	Diann Moran	1/18/01	7 days 2003-04, 2004-05 all year, 3 days 2007-08

**YOUR RIGHTS
UNDER THE
FAMILY AND MEDICAL LEAVE ACT OF 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employers for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition, or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor, Employment Standards Administration
Wage and Hour Division, Washington, D.C. 20210

**LETTER OF AGREEMENT
BETWEEN
CAPAC COMMUNITY SCHOOLS - BOARD OF EDUCATION
AND
CAPAC BUS DRIVERS ASSOCIATION**

Re: Effective Dates.

The parties have incorporated some changes in Article VI LEAVES OF ABSENCE, Sections 1., Article IX SPECIAL TRIPS, Section 1. (last sentence). Those changes shall become effective July 1, 2010. Until that time the "old" provisions of the collective bargaining agreement effective July 1, 2006 and expiring on June 30, 2008 shall remain in full force and effect. At the time of the effective date of the "new" language this Letter of Agreement shall expire.

The "old" language is as follows.

ARTICLE VI - LEAVES OF ABSENCE

SICK LEAVE

Section 1. Bus drivers will be credited with illness or injury leave days at a rate of one (1) day every month, September through June. Bus drivers will not be paid illness or injury days prior to earning them. Drivers not using 6, 7, 8, 9 or 10 days in a given full year of employment can opt by June 30, to (1) accumulate those days or (2) be compensated at their daily rate for 1 day's pay for up to 5 days. The days a driver is paid for will then be lost and not accumulate. Accumulation is unlimited. All of the illness or injury leave days per year may be used for illness or injury to members of the family which includes father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, niece/nephew, sister-in-law, brother-in-law, grandparents, grandchildren, or a dependent of the immediate household.. Drivers will not be paid for days not used until they have accumulated 15 days and must retain a minimum of 15 days of earned sick days to be eligible for payments of sick days under Option 2.

ARTICLE IX - SPECIAL TRIPS

Section 1. Special Trips. All special trips shall be paid at the rate of \$10.52 per hour during 2005-06, \$10.73 per hour during 2006-07 and \$10.93 per hour during 2007-08 school years. Trips shall be a minimum of 2 hour's pay. The hourly rate will be computed on the basis of garage departure time. Special trips will be designated on a rotation

basis. Only one (1) run will be paid for in the event a special trip occurs when a driver will miss one or more runs AM or PM or kindergarten.

Jerry Jennex, Superintendent
Capac Community Schools

Cheryl Martin, President
Capac Bus Drivers Association

Date

Date