

*Carsonville - Port Sanilac Schools  
Bus Drivers' Association*

**Master Agreement**  
2009-2010

***AGREEMENT***

***BY AND BETWEEN***

***THE***

***BOARD OF EDUCATION OF CARSONVILLE-PORT SANILAC SCHOOLS***

***AND THE***

***CARSONVILLE – PORT SANILAC BUS DRIVERS' ASSOCIATION***

***July 1, 2009 - June 30, 2010***

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**Article 1 - RECOGNITION**

- a. The Board recognizes the Association as the sole and exclusive bargaining representative for all CPS bus drivers, exclusive of the Transportation Supervisor, with respect to wages, hours and working conditions. Except as expressly provided otherwise in this agreement, the determination and administration of educational policy, operation of the schools and busses and the direction of the employees are vested in the Board and the Superintendent of Schools.
- b. A probationary period of 90 driving days will be served by each new regular driver before qualifying for fringe benefits (sick leave, extra trips, shuttle runs, Career Center runs, or Blue Cross/Tax Sheltered Annuity (TSA)).

**Article 2 - SENIORITY**

- a. Seniority will be established from the date of last regular time hire and will be posted in the bus garage with a copy to the Superintendent of Schools. The Transportation Supervisor will follow rotation for extra runs. Bus drivers will work with the Transportation Supervisor to establish a fair rotation policy for all trips.
- b. A seniority list will be maintained for all regular drivers. Regular drivers will have first option to bid on open or new routes. All extra trips (including career center & kindergarten) will be bid first by regular drivers **then** substitute drivers.
- c. Seniority rights from last regular hire are to be followed when assigning open, new, or substitute-regular runs. Last minute extra runs and trips with less than 24 hours notice to the drivers go to the first available driver in the rotation sequence. The next extra trip reverts back to the correct sequence and drivers will miss their next turn. Summer trips also follow rotation procedures.
- d. When a regular driver is not available to take his/her Kindergarten or Career Center run, a regular driver, on a seniority rotation basis, will have the first opportunity to take this run, followed by substitute drivers. Substitute drivers cannot drive outside extra trips (Career & Shuttle) if regular drivers are available.
- e. If conditions warrant less routes or employees, drivers will be laid off in order of last hired.

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**Article 3 - RESIGNATION/RETIREMENT**

- a. If a driver resigns or retires, a written letter of resignation must be submitted to the Superintendent prior to the end of the present school year. If the driver is rehired within 45 driving days, the driver will retain seniority and all benefits, providing the driver continues to drive at least two runs daily and has withdrawn from the retirement system. After 45 days a driver may only be hired as a new employee.

**Article 4 - BUS ROUTES**

- a. Routes will be established by the Superintendent of Schools or the designee in cooperation with the Transportation Supervisor and drivers in accordance with Michigan laws. They will be arranged for equal loads and mileage as much as possible. Stops will be designated by the drivers in accordance with Michigan laws, Board Policies, road conditions and Supervisor's approval. The Transportation Supervisor may ride a route at the driver's request to view problems. The drivers may request a meeting with the Supervisor one week after school begins to adjust routes and loads for the new school year. If major route changes are necessary during the school year, the Superintendent or the designee will consult with affected drivers.
- b. Regular routes are established with the realization that time will vary due to weather or road conditions, etc. If time exceeds normal time over twenty (20) minutes, the driver will be paid extra according to hourly rates. Normal route time will be established by the Transportation Supervisor on average during the school year.

**Article 5 - WEATHER DAYS**

- a. The Superintendent has the authority to close schools when weather or other conditions so demand. Regular route drivers will be paid for 180 school days, if they are available for work. Should the number of days of instruction be changed by the state or district, drivers will be guaranteed the increased days. The Superintendent and Transportation Supervisor will have the authority to adjust routes, limit travel to paved roads, etc. when weather or road conditions demand. Drivers will be paid for the first 5 days of inclement weather days when school is closed at their regular rate; additional days when school is closed will be paid after they are made up.
- b. In the event there is a delay in starting school on schedule, unless the driver has been notified in advance of reporting time, the drivers will be paid at the

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hourly rate while the delay is in effect. Also, if school is scheduled to run after the delay (making the starting time other than normal) drivers shall be paid for their run provided they are available to work at their normal starting time.

**Article 6 - STUDENT DISCIPLINE**

- a. The school will notify students/parents of bus rules and send such home via the school newsletter or students.
- b. Drivers will enforce rules as set in Board Policy. The driver may issue a ticket after verbal warnings as part of Step # 1. If a driver/student parent/principal conference lasts over thirty (30) minutes, the driver will be paid at the hourly rate.

**Article 7 - VEHICLE MAINTENANCE AND UPKEEP**

- a. The District will provide safe mechanical upkeep of the busses. Mechanical problems will be reported to the Transportation Supervisor immediately by the driver. The driver is to complete a repair request form. Repair slips are available from Driver Association representatives. If the bus driver believes the bus is unsafe, the Supervisor may provide the driver with another bus.
- b. Drivers are to pre-trip the busses daily to include sweeping, cleaning windows, and checking for any mechanical problems. Any problems requiring repairs will be reported to the Transportation Supervisor. It is the responsibility of the driver to wash their bus once a week.
- c. All drivers are required by law to perform bus evacuations. Time and location of bus evacuation is to be approved by Transportation Supervisor.

**Article 8 - GRIEVANCES**

If the driver feels there is a violation of an article of this contract, he/she will discuss same with the Transportation Supervisor. If his/her response within 5 days is not satisfactory, the driver may file a grievance with the Transportation Supervisor, but it must be filed within ten (10) days of the alleged violation. The Transportation Supervisor will respond in writing within five (5) days. If his/her response is unsatisfactory the driver may file a grievance with the Superintendent, but it must be filed within five (5) days of the Transportation Supervisor's response. The Superintendent will respond in writing within five

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(5) days. If his/her response is unsatisfactory, the driver may file a grievance with the Board of Education, but it must be filed within five (5) days of the Superintendent's response. The Board of Education will consider the grievance not later than its next regular meeting and respond in writing.

PROCEDURES FOR FILING COMPLAINTS (to be followed by all drivers and representatives):

Step I            -        Make Transportation Supervisor aware of problems

If not resolved:

Step II           -        Contact representative who will go with driver to talk with Transportation Supervisor.

If not resolved:

Step III          -        Driver will sign a formal complaint and driver and representative will discuss problem with School Superintendent. The Transportation Supervisor will be notified of the meeting.

**Article 9 - COMPENSATION**

- a.     If a driver takes a part of the route of another driver in addition to their own run due to a shortage of drivers etc., the driver will be paid proportionately.
- b.     Saturday, Sunday and Holiday rates are considered to be 1.5 times wages. On Saturday or Sunday, if less than six (6) hours are driven, drivers will charge the district either a minimum of six (6) hours or time and one-half, not both.
- c.     Holidays are paid at a seven (7) hour minimum.
- d.     When drivers are assigned to an activity run over a scheduled school vacation, but not on a holiday, they will be paid at a rate 1.5 times the activity rate from the time of departure until the time of return.
- e.     Drivers will be compensated hourly activity rate for time spent in driver's training class and for knowledge and road tests plus be reimbursed meal allowance.

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- f. Eleven (11) paid holidays will be granted for regular, full-time drivers, Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday\*, Easter, 3 Floating Days (during spring vacation), President's Day, Memorial Day). \* (If school does operate on Good Friday, drivers will be paid Holiday wages plus any runs worked)
- g. Breakdown times will be figured at hourly rates unless determined as due to the carelessness of driver. If a driver is delayed by breakdown or weather, the Transportation Supervisor will not delay other busses, except the Career Center.

*EXTRA TRIPS/FIELD TRIPS*

- h. There is no maximum amount per field trips and extra trips.
- i. A minimum of three hours will be paid during the week for trips but a six hour minimum will be paid on weekend and holiday trips.
- j. If drivers drive extra trips instead of their regular run, they will be paid the trip rate during that time at the minimum of (5) five-hours.
- k. Meal reimbursements of up to **\$12.00** per meal missed while driving trips will be paid. Meal times are 7 am, 12 noon and 6 PM. Receipts must be submitted. Substitute drivers will also receive an **\$12.00** meal reimbursement when driving trips.
- l. The athletic fund will pay for driver's tickets to tournaments or away games, if charged.
- m. If drivers are not given 24 hours prior notice of the cancellation of a trip (due to weather), they will receive a 2-hour compensation (payable at the trip rate). If the trip is canceled with 8 hours or less prior notice, drivers will receive 5-hour compensation (payable at trip rates).
- n. Any day of the week for trips over 200 miles (one way), the driver will have the choice of two drivers (\$150 maximum each) or the driver being paid time and one-half (no maximum). Admission tickets, when applicable, will be provided.
- o. For overnight trips, a private room will be provided drivers. Maximum meal expenses of \$45.00 (with receipts) per day. Admission tickets, when applicable, will be provided. Drivers will receive \$250 for full-day overnight trips and \$125 for portions of days before or after 1 p.m.

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Example: If the driver leaves for an overnight trip after 1 p.m., the driver will receive \$125 for that day. If the driver returns from a trip before 1 p.m., the driver would receive \$125 for that day.

- p. Shuttle runs between the CPS Elementary School and High School are not considered field trips. However, if regular CPS drivers are needed, they will be paid 1 hour trip pay per shuttle.
- Q. Regular drivers taking activity runs that return after 12:00 am, will be given their morning run off with pay, only if school is in session the following day.



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**WAGE SCHEDULE** (hourly rates)

**Salary**

	2009-10 1 <sup>st</sup> Semester	2009-10 2 <sup>nd</sup> Semester
<b>Sub/First Yr.</b>		
Regular	10.78	10.84
Career	10.78	10.84
Kindergarten	13.07	13.13
Activity Run	11.29	11.34
<b>Regular Driver</b>		
Regular Run	11.33	11.38
After 7 yrs	11.58	11.63
After 14 yrs	11.83	11.88
After 20 yrs	12.08	12.13
<b>Kindergarten/Career</b>		
Regular Run	13.71	13.77
After 7 yrs	13.96	14.02
After 14 yrs	14.21	14.27
After 20 yrs	14.46	14.52
<b>Activity Run</b>		
After 7 yrs	11.88	11.94
After 14 yrs	12.13	12.19
After 14 yrs	12.38	12.44
After 20 yrs	12.63	12.69

Longevity (as calculated above):  
after 7 years = 25¢ per hour  
after 14 years = 50¢ per hour  
after 20 years = 75¢ per hour

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**Article 10 - FRINGE BENEFITS**

- a. Any full-time employee electing health insurance, the amounts stated in Article 10 - C will be applied towards the premium.
- b. The Board will provide vision insurance for twelve (12) months for each regular driver who drives two trips (full time) daily.
- c. Effective July 1, 2009, the employer will pay all regular drivers hired prior to July 1, 1999 not taking health insurance \$225.00 per month toward an annuity/option money. All new employees hired after July 1, 1999, and selecting this option, will be paid at a rate of \$145.00 per month toward annuity/option money. All new employees hired after July 1, 2006 and selecting this option, will be paid at a rate of \$75.00 per month toward annuity/option money.
- d. The Board will pay drivers' retirement on wages earned to the state.
- e. The Board of Education will provide a \$10,000 term life disability insurance plan with AD&D for all full time regular CPS bus drivers.
- f. The Board of Education will provide a long-term disability insurance plan with benefits payable after 63 working days of disability at 66 2/3% of current regular route wages until age 70 with Social Security, Worker's Compensation and Retirement as offsets. The carrier will be selected by the Board.
- g. The school will furnish bus jackets to regular drivers. They will be replaced once every three years (**replaced in 2009-10**). Drivers are to maintain, clean and repair jackets at their expense. Drivers are to wear these school jackets when operating busses (weather permitting).
- h. The School will pay the cost of the drivers' physicals, by the School's physician, including TB x-ray if physician requires same. The district will pay the cost of verification test.

*SICK DAYS*

- i. Sick days are granted at the rate of one (1) per month for twelve months. Days are granted to a regular driver when the driver is incapacitated from the performance of his/her duties by sickness; the driver is to notify the Transportation Supervisor no later than one (1) hour before the driver is expected to report to work. New employees (hired after 7-1-2006) will receive 8 sick days per year. All drivers will be paid the number of runs (2

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hours per run) that they are absent for the day with a maximum of 6 hours being equal to one day. If a sick day exceeds 6 hours (e.g. 8 hr. day scheduled), the driver will be charged one and one third (1 1/3<sup>rd</sup>) sick days. Unused sick days may accumulate from year to year without limitation.

- j. Upon termination of employment with the Carsonville-Port Sanilac Schools, regular drivers shall receive severance pay at the rate of \$15.00 per day of unused sick leave after ten (10) years (beginning on the date of employment with CPS) in the system with a maximum of \$750. New employees (hired after July 1, 2006) will receive \$15 with a maximum of \$600 for accumulated sick pay.
- k. Two days per year (not charged against sick days) may be used by drivers for immediate family funeral (father, mother, sister, brother, child, spouse, grandparents, mother/father of current spouse). Three (3) additional days per year, charged to sick days, may also be used for this purpose. The Transportation Supervisor is to be notified at least one day in advance, except in cases of emergency.
- l. Three sick days per year may be used by the driver for personal business in conditions of emergency when business cannot be conducted on weekends, after route hours, or vacation periods. Drivers are to request personal business days from the Transportation Supervisor at least one day in advance except in cases of severe emergency.
- m. Employees using sick/funeral/business days under false pretenses shall be subject to disciplinary action including time off without pay.
- n. Drivers will be paid the following stipend, payable as option money, for adjustments to sick day calculations stated above. Driver must be employed through the end of the school year to receive stipend. New drivers hired throughout the year will have the following amounts prorated from the date they are eligible to receive benefits:

**Paid in June 2010 - \$200**

*OTHER LEAVES*

- o. A leave of absence from 3-12 months may be approved by the Board. The driver may return after the leave to the same or similar run. The returning driver does not have to serve 90 days probation, but is reinstated at his/her driving year level of seniority. Although the driver retains sick days in his/her bank, the driver does not gain additional days during a leave of

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absence. Drivers returning early from a leave within the first three months will be returned to their previous run.

**Article 11 - MISCELLANEOUS**

- a. If the Administration is aware of complaints against a driver, the driver will be notified before complaints are brought up in a public Board meeting.
- b. Drivers are expected to conform to all state and federal regulations. Possession, use, sale or being under the influence of alcohol, drugs, etc. on the job, during school employment or at school activities along with smoking on busses or school property, is prohibited.
- c. Nobody, other than regular CPS bus drivers are to drive busses on trips of any kind unless regular CPS drivers are not available.
- d. Both parties recognize the desirability of continuous and uninterrupted operation of the transportation program during the school year and avoidance of disputes, which threaten to interfere with such operations. The Drivers' Association agrees that it will not engage in any acts of harassment or strikes.
- e. If it is agreed between the Board and the Drivers that a Kindergarten run is considered to be less than a full time run, it shall receive no less than a regular run's wages.
- f. If a driver misses ten (10) driving days without notifying the Supervisor of the reason why he/she is absent, the driver will be placed on the substitute driver list and may appeal for reinstatement to his/her original position to the Superintendent within 30 days.
- g. Bus radios will be monitored during regular runs.
- h. Every effort will be made to maintain an active substitute driver list.
- i. Each driver will complete bi-weekly time/route sheets accurately. The school will issue paychecks, in sealed envelopes, every other Friday during the school year.

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For the Association:

Kimberly Cunningham Date: 11-20-09  
Deborah R. Chappas Date: \_\_\_\_\_

For the Board of Education:

Margaret Anne Maggi Date: 11/11/09  
Janice Thomas Date: 11/11/09

***MEMO OF UNDERSTANDING***

*Between the Board of Education of  
Carsonville – Port Sanilac Schools*

*and*

*Carsonville – Port Sanilac Bus Drivers' Association*

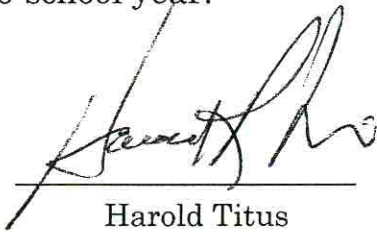
January 22, 2010

We agree to an adjustment to the contract agreement as follows:

**Article 9 Compensation**

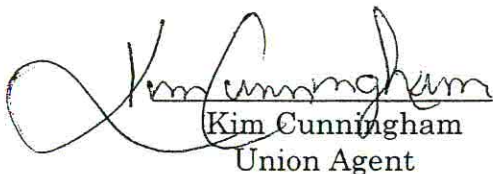
All Saturday activity runs will be paid on a straight time basis rather than 1.5 times wages. This would be for the remainder of the 2009-10 school year.

All activity runs on Saturday that normally are assigned to the bus drivers will continue to be assigned to the bus drivers for the remainder of the 2009-10 school year.



Harold Titus  
Superintendent

1-26-10  
Date



Kim Cunningham  
Union Agent

1-26-10  
Date