

AGREEMENT
BETWEEN
MEMPHIS BOARD OF EDUCATION
AND THE
MEMPHIS BUS DRIVERS
CHAPTER OF LOCAL #1840
AFFILIATED WITH COUNCIL No 25
AFSCME
1997-2000

TABLE OF CONTENTS

| <u>TOPIC</u> | <u>PAGE NUMBER</u> |
|---|---------------------------|
| Agreement | 3 |
| Purpose & Intent | 3 |
| Management Rights | 3 |
| Recognition – Employees | 4 |
| Aid to Unions | 4 |
| Union Security | 4 |
| Union Dues & Initiation Fees | 4 |
| Union Representation | 5 |
| Special Conferences | 5 |
| Grievance Procedure | 6 |
| Computation of Back Wages | 7 |
| Discharge/Suspension/Reprimands | 7 |
| Seniority | 8 |
| Supplemental Agreements | 9 |
| Lay-off Defined | 9 |
| Recall Procedure | 9 |
| Transfers | 9 |
| Leaves of Absence Without Pay | 10 |
| Union Bulletin Boards | 11 |
| Jury Duty | 11 |
| Equalization of Field Trips | 11 |
| Worker’s Compensation | 11 |
| Sick Leave | 12 |
| Funeral Leave | 12 |
| Hospitalization Medical Coverage | 12 |
| Life Insurance Coverage | 13 |
| Computation of Benefits | 13 |
| Termination & Modification | 13 |
| Appendix A & B | 13 |
| Appendix C – Bidding Procedure | 15 |
| Appendix D – General Provisions | 15 |
| Personal Business Days, Physical Exams | 15 |
| Holidays, Vacation, Act of God Days | 16 |
| Dental Insurance | 16 |
| Signature Page | 17 |

AGREEMENT

This Agreement entered into on this _____ day of _____, 2000, between the Memphis Board of Education (hereinafter referred to as the "Employer") and Memphis Bus Drivers Chapter of Local #1840 affiliated with Council No. 25. AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Note: The headings used in this agreement and exhibits neither add to nor subtract from the meanings, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The Parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

MANAGEMENT RIGHTS

Except as specifically abridged, granted or modified by this Agreement, or any supplementary agreements that may thereafter be made, the School District shall have all rights, power, and authority to operate and manage its affairs in all respects in accordance with the laws and the constitution of Michigan and of the United States.

If any provisions of this agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall be deemed invalid and subsisting only to the extent permitted by law, but all other provisions or application shall continue in full force and effect during the life of this agreement.

Further, the School District shall comply fully with all applicable Federal, State and Local laws relating to Equal Employment Opportunity and non-discrimination.

1. RECOGNITION – EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for Memphis bus drivers/bus driver aide.

2. AID TO THE UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for purposes of undermining the Union.

3. UNION SECURITY – REQUIREMENT OF UNION MEMBERSHIP

- (A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the union for the duration of this Agreement.
- (B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to Union dues to the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.
- (C) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to Union dues for the duration of this Agreement, on or before the sixtieth (60th) day following the beginning of their employment in the unit.
- (D) An Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (E) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- (F) Failure of employees to comply with these provisions will result in termination upon written evidence from Union. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

4. UNION DUES AND INITIATION FEES

- (A) **Payment by Check-Off.** Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off Dues Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, Service Fee, and once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

| | | | |
|-----------|--------------------------------|-------------------|--------------------|
| BY | <hr/> | | |
| | Last Name (Print) | First Name | Middle Name |
| TO | <hr/> | | |
| | Employer | Department | |
| | <hr/> | | |
| | Date to start deduction | | |
| | <hr/> | | |
| | Employee Signature | | |

- (B) **When Deductions Begin.** Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time the application is signed by the Employee and shall be deducted at the first (1st) pay of each month.
- (C) **Remittance of Dues to Financial Officer.** Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted within ten (10) days thereafter.
- (D) **Termination of Check-Off.** An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- (E) **Dispute Concerning Membership.** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.
- (F) The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article. The Board will not construe this paragraph as a means of avoiding the collection of dues or service fees.

5. UNION REPRESENTATION

It is mutually recognized that the principal of proportional representation, which reflects the increase and decrease in the workforce, is a sound and sensible basis for determining proper representation.

6. SPECIAL CONFERENCES

- (A) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 8:30 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special

conferences. This meeting may be attended by a representative of the Council and/or representative of the International Union.

- (B) The Union representative may meet at a place designated by the Employer on the Employer's property, for at least one-half (1/2) hour immediately preceding the conference, with the representatives of the Employer for which a written request has been made.

7. GRIEVANCE PROCEDURE – TIME OF ANSWERS

The Employer will answer in writing any grievance presented to it in writing by the Union.

A grievance is defined as an alleged violation, misinterpretation or application of this Agreement.

The grievance must be presented in writing, by the Steward, to the immediate supervisor within seven (7) working days of either his/her knowledge of the occurrence. Any grievance not initiated within the seven (7) working days time limit, shall be considered as having been waived and shall be null and void.

Any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

Step I

- (A) If an employee feels he/she has a grievance he/she shall discuss the grievance with the Steward.
- (B) The Steward may discuss the grievance with the immediate supervisor.
- (C) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Steward to the immediate supervisor within three (3) working days of discussion.
- (D) The immediate supervisor shall answer the grievance within two (2) working days.

Step II

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Superintendent within seven (7) working days after the response of Step I is due. The Superintendent shall respond, in writing, to the Chapter Chairperson within ten (10) working days, and may request an extension of time.

Step III

If the answer at Step II is not satisfactory, the Chapter Chairperson shall within ten (10) working days after receipt of said answer request the convening of an arbitration panel. The pre-arbitration panel shall be comprised of at least two members of the Board of Education, the Superintendent, the Transportation Supervisor, two members from the Union, the grievant as an effected employee, and a staff representative from Council #25.

The pertinent, relevant facts essential for a full and complete analysis of the grievance shall be presented to the panel by the grievant or a representative of the Union and the Superintendent or immediate supervisor.

The purpose of the panel is to attempt to resolve the grievance short of arbitration.

Members of the Board of Education appointed to the panel shall be provided with all evidence and arguments previously exchanged between the parties at the lower steps of the grievance procedure.

If the panel is unable to resolve the grievance within thirty (30) working days after the first meeting, the Union may move the grievance to Step IV by notice of intent presented to the

Superintendent. Notice must be submitted within five (5) working days of the expiration of the thirty (30) working day period.

Step IV

- (A) If the panel is unable to resolve the grievance and the Union wishes to carry it further, it shall refer the matter to the Union Council within forty-five (45) working days after the first meeting of the arbitration panel.
- (B) In the event the Union Council wishes to carry the matter further, it shall, within sixty (60) working days from the date the notice of intent is given to the Superintendent, submit the grievance to the American Arbitration Association, who will act as administrator of the proceedings under their rules and regulations.
- (C) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgment based on the express terms of this agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (D) Any grievances not answered within the time limits by the Employer shall be positioned for appeal at the next step of the grievance procedure.
- (E) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the management's last answer.

8. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

9. DISCHARGE/SUSPENSION/REPRIMANDS

The Employer shall not discharge, or suspend, an employee without just cause. However, the employer may elect to suspend an employee with pay and benefits pending an investigation. Suspensions with pay and benefits shall be limited to thirty (30) working days.

Prior to the employer reprimanding or otherwise disciplining an employee, the employer agrees to notify the employee of his/her right to have a Union representative present. The employer further agrees to state in writing, specific reasons for the disciplinary action. In the event the employee disagrees with disciplinary action, he or she may initiate a grievance in accordance with the grievance procedure.

In the event disciplinary action is taken, the employer shall reduce the basis for such action to writing with notice to the employee and a copy to the chief steward or designee.

The Employer will offer the disciplined employee Union representation. If the employee chooses to be represented, the Employer will make available an area where the employee may discuss the disciplinary action taken with his/her Union representative prior to the employee leaving school property. Upon request, the Employer or designee will discuss the disciplinary action with the Employee and Union representative.

Should the disciplined employee or Union representative consider the disciplinary action to be improper, a grievance shall be positioned at Step II of the Grievance Procedure.

Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, exclusive of the driving records.

Employee's Personnel File: The employee shall receive a copy of all records which relate to work performance that is put into his/her personnel file and by appointment shall have the right to examine said file.

Bus Driver – CDL License: Bus drivers must meet all requirements to obtain and maintain their commercial driver's license.

10. SENIORITY

- (A) The Employer will notify the Union, in writing, of all newly hired employees. New employees shall be considered as probationary employees for the first sixty (60) calendar days of their employment. When an employee finishes the probationary period, by accumulating sixty (60) calendar days of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the last date of hire in the bargaining unit. There shall be no seniority among probationary employees. However, in the event that employees have same seniority date after the probationary period, the employee with the greatest number of driving hours during the sub period shall be ranked higher on the seniority list. If driving time is equal during the sub time, the employer shall calculate the social security number by adding the total numbers. The employee with the highest total shall be so placed on the seniority list. This provision applies only to lay off and recall, bidding of runs and field trips.
- (B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section I of this agreement. The Employer shall have the right to discharge and discipline probationary employees without recourse to the grievance procedure for other than Union activity. Probationary employees shall not be entitled to any fringe benefits.
- (C) Seniority shall be within the Transportation Unit.
- (D) Probationary employees shall not be eligible for field trips or extra runs unless all drivers on the seniority list have been asked twice and refused to accept or bid on such trips and runs.

SENIORITY LISTS

- (A) Seniority shall not be affected by race, sex, marital status, or dependents of the employee.
- (B) The seniority list on the date of this agreement will show the names and seniority date of all employees of the unit entitled to seniority.
- (C) The Employer will keep the seniority list up-to-date at all times and will provide the local Union membership with up-to-date copies at the beginning of the school year.

LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- (A) He/she quits or retires.
- (B) He/she is discharged and the discharge is not reversed through the grievance procedure as set forth in this agreement.
- (C) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions can be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- (D) If he/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions can be made.
- (E) Return from sick leave and leaves of absence will be treated the same as © above.

SENIORITY OF STEWARDS AND OFFICERS

The Chapter Chairperson and the Chief Steward, for the purpose of lay-off only, shall head the Seniority List in the Transportation Department during their term of office.

11. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of five (5) working days following the conclusion of negotiations. However, on those issues where ratification is necessary, time-lines will be extended to accommodate the parties.

12. LAY-OFF DEFINED

- (A) The district shall be permitted to lay-off, reduce the workforce, for the following reasons: decline in student enrollment, lack of funds or a reorganization of existing bus routes.
- (B) If it becomes necessary for a lay-off, the following procedure will be mandatory. Under the guidelines of Article 10, Probationary employees will be laid off first. Seniority employees will be laid off in inverse order of their seniority; i.e., the least senior employee on the seniority list being laid off first.
- (C) Employees to be laid off for an indefinite period of time will have a least fourteen (14) calendar days notice of lay-off. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- (D) Laid off employees shall be maintained on a recall list for a period of two (2) work years or the employee's years of service, whichever is greater.

However, any driver still on lay-off status at the conclusion of the above stated two (2) year period may, if utilized as a substitute driver, be paid at the substitute driver rate of pay.

13. RECALL PROCEDURE

Laid off employees shall be recalled in inverse order of lay-off; i.e., the most senior employee shall be recalled to the first opening. Notice of Recall shall be delivered to the employee at his/her last known address by an agent of the Board who will obtain the employee's signature. In the event the employee is not present, registered or certified mail will be used. If an employee fails to report for work within five (5) days from the date of delivery or mailing of Notice of Recall, he/she shall be considered quit, unless the Employer determines there are extenuating circumstances.

14. TRANSFERS

VACANCIES WITHIN BARGAINING UNIT

- (A) In the event of a vacancy in the Transportation Department or newly created position, employees shall be given the opportunity to bid on the hours by seniority. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the garage in the district at least seven (7) calendar days, prior to filling such vacancy or newly created position. Any employee interested must bid within the seven-day posting period.

Substitutes will not be assigned the new position for longer than four (4) weeks unless mutually agreed between the supervisor and the Union.

- (B) A driver cannot be transferred from his/her regular run during the school year without just cause. Reason must be in writing to the driver and the Union Steward immediately. Providing just cause has been established, the Transportation Supervisor and drivers will attempt to mutually agree to a solution.

VACANCIES OUTSIDE THE BARGAINING UNION

- (A) The Employer will post job openings that occur within the Memphis Community Schools and all notices of all school elections on the bus driver bulletin board.
- (B) An employee promoted or transferred from a classification in the bargaining unit to another position under the employer shall retain their seniority during their probationary period in the new position. Bargaining unit seniority shall terminate upon completion of the employee's probationary period or upon separation from employment, which is not reversed. During the probationary period, if the employee does not qualify or does not desire to continue in that position, they may return to their former position providing they meet all bus driver qualifications.

15. LEAVES OF ABSENCE WITHOUT PAY

- (A) Leaves of absence for a period not to exceed one (1) year will be granted, without loss of seniority for the period, for good cause, such as personal illness, accident, death, or serious illness in the immediate family, and such leave may be extended for like cause. The employee must submit a doctor's statement identifying the approximate dates the leave is to begin and its expected date of termination.
- (B) Leaves of absence under the Family and Medical Leave Act of 1993 will be granted for 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 employer 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:

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

Advanced 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 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 positions with equivalent pay, benefits, and other employment terms.
- The use of the FMLA 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.

(C) Members of the Union elected to attend a function of the International Union, such as Conventions, shall be allowed time off without pay, not to exceed five (5) days to attend such convention.

16. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in the bus garage, which may be used by the Union for posting notices of the following types:

- (1) Notice of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.

17. JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Employees subpoenaed to court shall receive regular pay less the witness fee.

18. EQUALIZATION OF FIELD TRIPS

(A) Field trips shall be divided equally among all transportation employees. A trip list showing the names of all drivers eligible for field trips shall be kept up-to-date and posted in the garage. The trips shall be rotated on the basis of seniority. If a driver does not sign up on the trip sheet within 48 hours of the trip date, it shall be considered a “no” bid.

(B) Drivers who turn down four (4) field trips in a row will be removed from the field trip list for the remainder of the semester except when a driver’s regular run interferes with taking the field trip because of time or if a driver is absent on day of trip.

(C) Drivers who have been removed from the “Field Trip” list, opting to return to the list for the next semester, shall have the right to sign for any posted trip that will be taken in the semester in which the driver is returning.

19. WORKER’S COMPENSATION – ON THE JOB INJURY

Each employee will be covered by the applicable Worker’s Compensation Laws.

20. SICK LEAVE

- (A) All members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed ten (10) days per year, 150 days accumulation. An employee while on sick leave or pregnancy leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.
- (B) If an employee uses all accumulated sick leave days, and due to illness, must be docked, he/she will be reimbursed at the end of the school year with any additionally earned unused days.
- (C) Five (5) of the above sick leave days may be used for illness in the immediate family. On the 4th and 5th day, a doctor's slip shall be furnished. Days need not be consecutive.
- (D) Any employee who terminates their employment after ten (10) years seniority shall receive 75% of the sick leave days accumulated (up to maximum of 120 days) at a rate of their last assignment, except in cases of discharge when the discharge is not reversed through the grievance procedure.

21. FUNERAL LEAVE

Five (5) paid bereavement days will be granted for the death of the employee's spouse, son, daughter, son-in-law or daughter-in-law.

Three paid bereavement days will be granted for the death of the employee's mother, father, or grandchild.

Two paid bereavement days will be granted for the death of the employee's brother, sister, mother-in-law or father-in-law.

In the event of the death of the employee's grandparents, brother-in-law, or sister-in-law, any days taken will be deducted from the employee's sick bank.

An employee shall be allowed one (1) working day with pay to be deducted from sick leave for any other relative or fellow employee provided that no run will be delayed or canceled due to the employee's attendance at the funeral.

22. HOSPITALIZATION MEDICAL COVERAGE

The employer will pay up to the single subscriber rate per month for twelve (12) months, per employee, for Blue Cross/Blue Shield coverage, MVF-1, Semi-Private Comprehensive with M.L. Rider and with \$2.00 Deductible Prescription Drug Rider for full family for an employee who is not covered by a hospitalization program through some member of his/her family.

In the event an employee has coverage, they will sign an affidavit to this effect at the beginning of each school year. Each employee who signs this affidavit shall be compensated at a rate of \$600 per contract year. Payment shall be paid in two equal payments of \$300 at the beginning of each semester.

If the employee loses coverage under the alternative plan during the contractual year of coverage, he/she shall be eligible to re-enroll under the employer's health care plan by reimbursing the employer 1/12 of the buy-out per month left in the contractual year of coverage.

Re-enrollment in the employer's health care plan will be subject to the rules of the carrier for the next re-opening period.

The Union and employer agree to combine their efforts to work toward a replacement carrier that will provide the same benefits or better, but will decrease the cost of premiums.

The Employer will follow the continuation of benefits guidelines as contained in the C.O.B.R.A. of 1986.

23. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$10,000 while employed or for the first six (6) months of layoff.

24. COMPUTATION OF BENEFITS

All days paid to an employee shall be considered worked for the purpose of computing any of the benefits under this Agreement.

25. TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 12:00 midnight, June 30, 2000.

- (A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (B) If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.
- (C) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (D) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (E) Notice of Termination or Modification – Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to: 23855 Northwestern Highway, Southfield, Michigan 48075; and if the Employer addressed to: 34110 Bordman Rd., Memphis, MI 48041, or to any such address as the Union or the Employer may make available to each other.
- (F) A driver must notify the transportation supervisor prior to August 1st if she/he does not intend to return for the following year. All other times, a bus driver terminating employment at their request, will give at least two (2) full weeks notification.

APPENDIX A

Employees shall be covered by the Michigan State Teacher Retirement Program.

APPENDIX B

Classification and Rates

- 1. (a.) A.M. and P.M. Kindergarten, Special Education and Vocational Education

| School Year | Probationary | Regular |
|-------------|--------------|---------|
| 1997-1998 | \$10.78 | \$11.57 |
| 1998-1999 | \$11.01 | \$11.81 |
| 1999-2000 | \$11.24 | \$12.06 |

1. (b.) Vocational Education – Wait Time

| School Year | Amount |
|-------------|--------|
| 1997-1998 | \$5.98 |
| 1998-1999 | \$6.11 |
| 1999-2000 | \$6.24 |

Lunch Allowance: 1997-98 (\$1.14) 1998-99 (\$1.14) 1999-00 (\$1.14)

2. Laid off drivers subject to recall and used to substitute on bus runs, will be paid regular driver’s wages without fringe benefits.
3. Field Trips and Athletic Specials – Minimum of two (2) hours paid.
 - a. First two (2) hours – regular driving time plus \$.10 per mile over 50 miles.
 - b. Field trip wait time per hour, after first two (2) hours of trip, will be paid at \$10.20 (1997-98), \$10.41 (1998-99), \$10.63 (1999-00).
 - c. When a driver or driver aide, gives up a regular run for a field trip, the driver will be paid one (1) hour regular time plus field trip wages.
 - d. There will be a meeting with the coaches and two driver representatives prior to each sport season, concerning field trip rules and regulations.
4. Regular A.M. and P.M. runs and kindergarten runs shall be defined as approximately one (1) hour of travel time. Should a regular trip exceed the one (1) hour travel time by 7 minutes, the driver shall be compensated on a prorated basis of the regular rate per run to the next fifteen (15) minutes.

If the Transportation Supervisor has a suspicion that a run is taking longer than deemed necessary, the Supervisor will contact the Steward and Chapter Chair to talk about the issue. The Union Officials will approach the bus driver in question and report back to the Supervisor of any change or issue that might create the change in the run. If the Supervisor is not satisfied with the process, he may investigate and if necessary use the disciplinary procedure.

5. Pay at regular rate of pay for meetings called by Supervisor or Superintendent unless a 24 - hour notice is given.
Drivers shall be paid at regular rate of pay for meetings concerning busing or students-parents, etc. that they are required to attend. Regular rate of pay will be hourly rate pro-rated to actual time in attendance.
6. Special Education and Vocational Education drivers will be paid for the number of pupil days according to the teacher’s calendar at Memphis Schools and will not lose wages when other schools (that are on the driver’s scheduled run) are not in session.

In the event a driver is not required to drive his/her regularly scheduled run (example: Special Education or Vocational Education), he/she will be required to drive a run, if needed, before a substitute driver is called. The driver will be paid for the extra run. If the driver refuses to drive, they will forfeit payment for normally assigned run not driven.

7. Overnight Field Trips – First two (2) hours – regular driving time, twelve (12) hours paid waiting time, at regular field trip wait time, plus \$.10 per mile over 50 miles, meals and lodging.
8. Meal Allowance – A meal allowance will be given to all drivers on field trips, which are four (4) hours or more in length and where the driver actually submits a receipt for meals according to the following schedule:

| School Year | 1997-1998 | 1998-1999 | 1999-2000 |
|-------------|-----------|-----------|-----------|
| Breakfast | \$2.28 | \$2.28 | \$2.28 |
| Lunch | \$3.41 | \$3.41 | \$3.41 |
| Dinner | \$4.55 | \$4.55 | \$4.55 |

Receipts for meals must be turned in the next day worked following the field trip.

9. Definitions – Regular Runs – A.M. and P.M. , Kindergarten, Voc-Ed, and all runs, which are scheduled to begin at the beginning of our regular school year. (Yale, Capac, Vocational Education runs would be examples). As a part of a regular run from school, students could be dripped off at a school sponsored childcare location in the city limits.

Extra Runs – all runs other than field trips that do not exceed two (2) weeks in length, when they go beyond two (2) weeks they become a regular run and are included in the driver’s regular days wages for computation of sick leave, Act of God days or any other paid days that may be allowed by contract.

10. Transportation Aide

| School Year | Wages | Benefits |
|-------------|--------|--------------------------------------|
| 1997-1998 | \$7.40 | Same as rest of Bargaining Employees |
| 1998-1999 | \$7.56 | Same as rest of Bargaining Employees |
| 1999-2000 | \$7.72 | Same as rest of Bargaining Employees |

APPENDIX C – BIDDING PROCEDURE

Drivers will bid their bus runs at the beginning of each school year by seniority. The bid sheet shall indicate the approximate amount of time (hours or fraction thereof) for the run that is being bid.

No driver can bid on Kindergarten unless they have a regular run. (A.M. & P.M., Voc-Ed, Special Ed)

Bid time shall be considered as time worked with drivers paid regular driving wages for time.

Runs will be re-bid if major changes occur, which affect drivers wages. If it is necessary to re-bid runs, they will be re-bid within the first two weeks of school. Drivers will not be paid for re-bidding of runs.

APPENDIX D – GENERAL PROVISIONS

1. Personal Business Days – All transportation employees shall be allowed two (2) days as personal business days to be used for business that requires the presence of the employee and cannot be handled outside of normal working hours. Personal days shall be used before days without pay are granted. Personal days shall not be granted for the first or last day of the school year nor on the first working day preceding a vacation or holiday period with the following exceptions: (a) the driver produces in advance, evidence of a court appearance; or (b) an emergency approved by the Superintendent or designee. When Personal Business Days are requested at least three (3) days in advance, the Transportation Supervisor shall approve, or deny the request within 48 hours of the request, based upon availability of a qualified sub driver.

Any employee that does not use their personal business day (s) shall be compensated for the unused day (s) at their regular rate of pay.

2. Physical Exams – The Employer will pay for the full cost of the driver’s physical examination by the school doctor or clinic. The employee will be compensated \$15 for time and mileage if the school doctor or clinic is located out of Memphis.
3. Radios – Radios to be maintained and all components within a reasonable time limit after being reported to transportation supervisor.
4. Trip Cancellation – Cancellation notice of less than three (3) hours shall cause the driver to be paid for one (1) regular trip at the current driving rate and he/she shall not lose her position on the trip list for the next trip scheduled. If the driver has arrived at the bus garage, he/she shall be paid two (2) hours driving time.

- (a.) A shuttle run shall be defined as an additional run that follows a regular run and does not exceed the city limits. Pay shall be determined upon the number of stops. Shuttle runs shall be paid at the rate of \$3.00 for one (1) stop and \$3.25 for two (2) stops.
 - (b.) Drivers who sign field trip sheets, shall be compensated their regular rate of pay for completed trip when driver and bus are canceled but event still goes, unless run is canceled 24 hours in advance by the Transportation Supervisor.
5. The drivers shall have the space presently allotted in the garage as a waiting room and may use such space for meetings.
 6. The District will pay the full cost of X-rays for TB, road tests, and other expenses incurred by law to qualify a person to become and maintain their position as a school bus driver.
 7. The Employer will continue to make credit union payroll deductions.
 8. All wages shall be retroactive to the expiration of the previous contract.
 9. The difference between a regular driver's license and a chauffeur's license to be paid by the Board.
 10. Any driver attending or participating in advanced bus driver training or certification shall be paid their regular rate of pay for all required classroom hours. In the event a driver fails to pass the first test, the driver shall receive no further payment for the time required to complete and pass the test. In addition, each driver shall receive four (4) hours of paid in-service training each year.
 11. **Holidays** – Employees shall be paid for the following holidays at the amount of time the employee is working when the holiday falls: (1) January 1st, (2) Good Friday, (3) Memorial Day, (4) Labor Day, (5) Thanksgiving, (6) Friday following Thanksgiving Day, (7) December 24th, (8) December 25th, (9) December 31st.

Holiday pay will be granted when the day before or the day after is not worked, provided it has been approved by the Superintendent.

12. **Vacation** – Each employee shall receive ten (10) vacation days per year. Vacation may be granted, not to exceed ten (10) working days during the school year, by submitting a written request to the Supervisor at least thirty (30) days in advance for ten (10) day leave, at least fifteen (15) days in advance for five (5) or more, and at least seven (7) days in advance for anything under five (5) days. The Supervisor will respond in writing, as soon as possible, but not later than ten (10) days from the request when it is for more than five (5) days. Employees will be considered by their seniority status on a rotating basis. Any employee who has been granted a leave under this provision shall not be granted an additional leave in either the same year or subsequent year, until all employees have either passed or used their turn. No more than one (1) employee will be granted leave at any given time during the school year. In addition, employees who have accumulated vacation time available, must use the vacation time before being granted “no pay” days. Unused vacation pay shall be paid, at the rate of the average of hours that are driven, at the end of the school year.
13. **Act of God Days** – Employees in this unit will receive two (2) paid “Act of God Days” per school year. If there are more than two (2) “Act of God Days”, employees will be paid for those days when they are made up.
14. The Board shall provide full family Delta Dental Insurance for each employee. The coverage shall be as follows:

| | |
|-----------------|-----|
| Class One | 75% |
| Class Two | 50% |
| Ortho to Age 19 | 50% |

15. All school employees are protected against school related liability claims by \$1,000,000 Board of Education Liability Insurance Policy.
16. Each employee and one (1) guest shall be entitled to free admission to all home school events. Passes not transferable to other persons. Anyone caught abusing this privilege will lose their pass.
17. The following wage adjustment will be made in lieu of a longevity lump sum payment:
 - (a) Add \$.10 per hour for five (5) years of service or more.
 - (b) Add \$.20 per hour for ten (10) years of service or more.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

Chapter Chairperson

Board President

Chief Steward

Treasurer

Alternate Negotiator

Trustee

Mich. Council 25-AFSCME

Superintendent

Date

Date