

MASTER AGREEMENT

BETWEEN

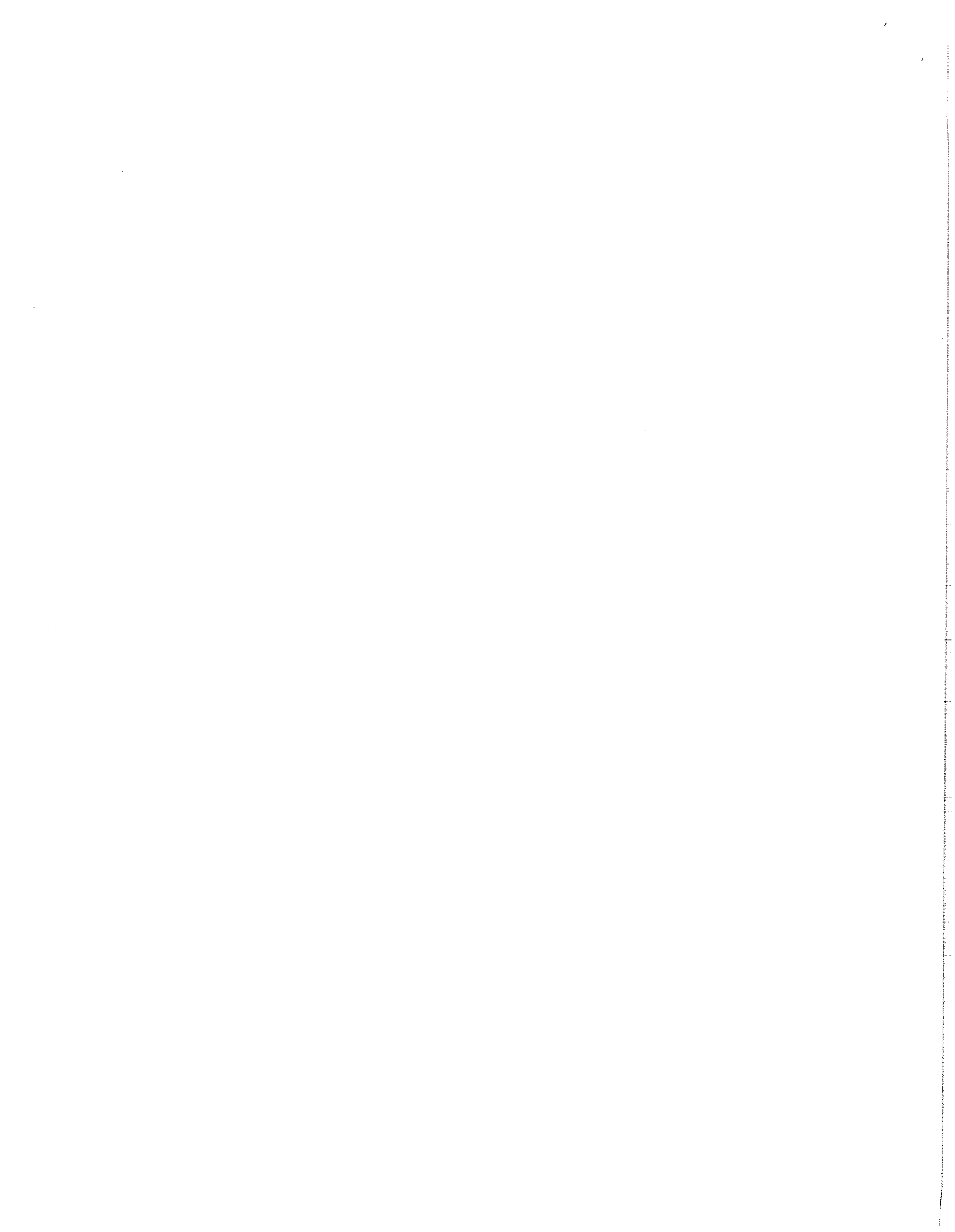
RICHMOND BOARD OF EDUCATION

- AND -

TRANSPORTATION

**TEAMSTERS STATE, COUNTY,
AND MUNICIPAL WORKERS
LOCAL 214**

2008 - 2011



ARTICLE 1
RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that Teamsters State, County and Municipal Workers Local 214 has been designated and selected by a majority of the employees of the above named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, Teamsters Local 214 is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT:

(Unit II): All transportation employees. Excluding mechanics, secretaries and supervisors.

ARTICLE 2
NO STRIKE- NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the school.

Informational picketing is allowed only in accordance with the above restrictions. The Employer agrees there shall be no lock-outs during the term of this Agreement.

ARTICLE 3
EXTRA CONTRACT AGREEMENTS

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages, hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid or

encourage any other labor organization in regards to this employee group.

The Employer further agrees not to enter into any agreement with individual employees or groups of employees which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 4 **NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, union affiliation, sex, sexual orientation, marital status or non-disabling handicap except where based on a bona fide occupational qualification.

Grievances brought under this Article IV of the contract may not be advanced beyond the Board level (i.e. may not proceed to arbitration.)

ARTICLE 5 **AGENCY SHOP**

Section 1.

Employees are free to join or not join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

Section 2.

The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the District and to the Union.

Section 3.

Any person who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay to the Union a service fee as a contribution towards the negotiation and administration of the contract. Employees who fail to comply with this requirement shall be removed from the bargaining unit within thirty (30) calendar days after receipt of written notice by the employing Department from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to remove if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 4.

The Employer agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Unions service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the District and to the Union.

Section 5.

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Secretary-Treasurer of the Union. The Secretary-Treasurer of the Union shall not request the Employer to change the amounts so deducted more often than four times each fiscal year.

Section 6.

The Union shall not have right or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The Employer or any of its officers any employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the Employer

and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments.

Section 7.

The Union shall refund to employees, dues and service fees erroneously deducted by the Employer and paid to the Union. The Employer may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

Section 8.

Upon receipt of written notification from the Union, the Employer agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the Employer in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the Employer will deduct for delinquent Union dues or service fees from any paycheck will be limited to Twenty-five (\$25.00) Dollars per pay check.

Section 9.

The Union agrees to save and hold harmless the Employer from any damages or other financial loss which the Employer enforcing the above provisions. It is further understood and agreed the Employer will not be required to represent or provide representation for any employee who has a dispute with the Union.

ARTICLE 6
DISTRICT RIGHTS

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and

are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, departments and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs, amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.
- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.
- C. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise or such function or right in a particular way shall not be deemed a waiver or a past practice, or preclude the District from exercising the same in some other way at a later date which is not in conflict with the express

provisions of this Agreement. The Union is not waiving the right to make its views known to the District prior to the time changes in management practices are made. The preceding sentence does not require the District to negotiate management decisions which are covered by this Article.

ARTICLE 7 GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint for an employee in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement. Every grievance must allege a violation, misinterpretation or misapplication of a specific article and section of this Agreement which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.
2. The grievant is the employee making the claim.
3. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
4. The term "day" shall mean a school day.

B. Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievance.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of any Employee

with a grievance to discuss the matter informally with any member of the administration, excluding the Board and any Board member, or of proceeding independently as described in Section "D" of these procedures.

C. Structure

The Superintendent shall be the Board's administrative representative when a grievance arises.

D. Procedure

The number of days indicated at each level is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing. The parties agree to exchange all information and documentation, cite all Article violations, and identify all potential witnesses at the 3rd Step hearing. In the event either party does not comply with these exchanges, then that party will be prohibited from using the information in the 4th Step or in arbitration.

Level One - Appropriate Supervisor

1. Step 1 - Informal Step: An Employee with a grievance shall discuss it with the Director of Transportation within ten (10) days.

A sincere attempt will be made by both parties to reach an amicable agreement.

There shall be no written record of this meeting.

2. Step 2 - Formal Step: Director of Transportation

a) If the Employee is not satisfied with the results of the informal discussion, the Employee shall place the grievance in writing and present it to the Director of Transportation within five (5) days following the informal conference.

1. The Employee may again meet with the Director of Transportation and discuss the matter, alone or together with the Employee's Union representative. The Director of Transportation shall also have the right to have another representative present.
2. A written and signed disposition of the grievance shall be made within five (5) days by the Director of Transportation.
3. Step 3 - Superintendent of Schools and Union: If the grievance has not been settled, it shall be presented by the Steward in writing, to the Superintendent within ten (10) working days after the supervisor's response is received. A meeting will be scheduled within five (5) working days between the Teamsters Business Agent, Steward and Superintendent in an attempt to resolve the issue. The Superintendent shall render a decision in writing within ten (10) working days of the meeting.
4. Step 4 - Arbitration
 - a. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union shall have ten (10) days from the date of receipt of the Superintendent's answer in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to Teamsters Local 214's Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within ninety (90) days of the notice to the Employer of sub-mission to the Grievance

Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days it will be considered closed on the basis of the last disposition.

- b. After written notice submission to arbitration, an Arbitrator shall be selected through the Federal Mediation and Conciliation Service in accordance with its rules which shall likewise govern the arbitration proceedings.
- c. The arbitrator so selected will hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him/her.
- d. 1) Arbitrability: The following matters shall not be arbitrable and shall not be subject to arbitration:
 - 1) Evaluation other than procedural matters;
 - 2) Any grievances based on the statement of "The Purpose and Intent of the Parties: on page two of the contract.
 - 3) Any matters which are not arbitrable under the specific provisions of this Agreement.
- e. The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement. The Arbitrator shall also have no power to add to, subtract from,

disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.

- f. The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice, provided that the District has given advance notice to the Association of its termination of said past practice.
- g. The Arbitrator shall have the power to render a monetary award that provides to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages and shall have no power to award interest or attorney fees.
- h. In rendering the decision of the grievance, the Arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District unless

such decision is found to be arbitrary or capricious.

- i. The Arbitrator shall have no power to apply state or federal law and shall not base his/her decision upon any claimed violation of state or federal law.
- j. The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings as to the facts and his/her interpretation of the contract.
- k. If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.
- l. The decision of the Arbitrator, if within the scope of his/her authority, as above set forth, shall be final and binding.
- m. The fees and expenses of the Arbitrator shall be shared equally by both parties.

E. Rights of Employee to Representation

1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
2. The Union shall have the right to be present and to state its views at the adjudication of the grievance.

F. Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
2. Decisions rendered at all levels shall be in writing and shall be promptly

transmitted to the grievance and the Union.

3. 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.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant.
5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.
7. Grievance shall be processed outside of regular school hours unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article.
9. Forms for filing and processing grievances shall be designed by the Superintendent of Schools and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through grievance procedure until resolution.

ARTICLE 8
PROBATION

There is hereby established an eighty five (85) working day probationary test period which shall apply to all employees.

The probationary employee shall begin to receive all benefits after sixty (60) calendar days, including health care if they meet the required qualified hours of work.

Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.

ARTICLE 9
CHIEF STEWARD

The Union shall designate in writing to the Employer and the membership, the name of the Steward it wishes to serve as Chief Steward and the name of the person it wishes to serve as the Alternate Chief Steward to serve in the absence of the Chief Steward.

In addition to the Steward's duties enumerated above, the Chief Steward shall:

1. Have the right to investigate and present class action grievances. Provided, the right to investigate grievances or perform any other functions of Chief Steward or Alternative Chief Steward shall be on the employee's time or may be on the Employer's time only in the event of prior permission of the employee's immediate supervisor.
2. Be present at all Step 3 grievance hearings.
3. Be present at all disciplinary hearings.

ARTICLE 10
RELEASE TIME FOR STEWARDS AND COMMITTEE PERSONS

Upon requesting and receiving permission from his/her or her supervisor, the Steward may have time off without loss of pay to:

1. Investigate, process and present grievances.
2. Attend special conferences with the employer.
3. Attend all contract negotiations with the employer.
4. Attend all administrative disputes regarding the employer and the Union.

Should such meetings go beyond the employees' regular quitting time, the Employer shall not be obligated to pay overtime.

The Union understands that such release time is a privilege and not to be abused.

The Employer will not unreasonably deny such release time. Release time will only be taken on the Employer's time with prior permission of the employee's immediate supervisor.

ARTICLE 11
DEFINITION OF EMPLOYEES

Section 1.

A regular school employee is an employee who has successfully completed a probationary period with the school and who works a regularly occurring schedule. All regular employees are subject to the personnel rules and are entitled to the indicated benefits of school employment.

Section 2.

A regular part-time school employee is an employee who has successfully completed a

probation work period with the school and has a regularly reoccurring assignment of one (1) hour up to three (3) hours per day. All regular part-time employees are subject to the Personnel Rules and are entitled to the indicated benefits of school employment.

Section 3.

In the event the district should change to one start/ end time K-12, this section of the contract will be re-opened for negotiation consideration.

ARTICLE 12
SENIORITY

- A. Upon completion of his/her probationary period, the driver will be considered to have seniority computed from the first work day as a regular driver. A driver's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from the most recent date of hiring of said driver. However, longevity, vacation accumulation, and sick leave accumulation will be calculated in accordance with District (i.e. total seniority with the District regard-less of position.)
- B. A person transferring from a different bargaining unit or Association within the school district shall not carry his/her seniority to this Union.
- C. A driver shall lose his/her seniority for the following reasons only:
 - 1. The driver resigns.
 - 2. The driver is discharged.
 - 3. Retirement under the Michigan School Employees Retirement Fund.
- D. Current seniority employees shall retain their seniority as previously determined. If two or more new hires start regular routes on the same day, the time stamp on their application for bus driver shall be used to determine their seniority.

ARTICLE 13
WORK SCHEDULE

Effective with the first bid after ratification of this Agreement, management may elect to combine first and second runs for route selection.

Section 1.

1. Drivers will be initially assigned the same bus run(s) they had the previous school year with the same number of hours. Route selection for the current school year will be conducted within thirty (30) calendar days from the commencement of the school year and runs will be awarded on a seniority basis.
2. When an established run becomes open during the school year, the run temporarily will be filled by a regular seniority driver who is available without interfering with his or her current runs. The opening will be posted within five (5) days after the opening is declared and filled by seniority within ten (10) days.

Section 2.

1. A regular driver taking another regular driver's run must be asked in order of seniority. Seniority will prevail unless disqualified by just cause.
2. All drivers completing the bus school classes will be paid their regular run rate per hour for class time. When buses are shared, each driver is to be sure the bus is left in an orderly condition. Buses will stay with the driver each year to the extent that maintenance and mileage conditions permit.

Section 3.

1. Once a special education or vocational education driver's hours have been established, they will not have time deducted because of the absence of a student during a run. If

the absence of the student exceeds fifteen (15) working days and will have a substantial impact on the length of the route then the transportation director may adjust the driver's hours. If notified in advance that there will be no student to be transported, the driver will be given duties assigned by the Transportation Director.

2. On a half day of school the driver who is normally assigned a vocational education run and/or a kindergarten run will be paid their regular daily bid time for that day.

Section 4.

A shuttle is defined as those runs, which pick up a student(s) at one school and drop off the student(s) at another school.

ARTICLE 14 **OVERTIME**

Section 1.

No overtime may be worked without the prior authorization of the Supervisor or Department Head. All overtime hours worked are to be accurately reflected on the weekly time sheet and overtime hours will be rotated among employees consistent with the practice in effect the date of this Agreement. Overtime hours must be accurately reflected on the time sheets in the pay period in which they were worked.

Section 2.

Time and one-half (1 1/2) shall be paid for all regular hours worked over and above forty (40) hours in any week or eight (8) hours in one day.

Hours worked on Saturday and Sunday shall be paid at one and one-half (1 1/2) times the field trip rate.

All overtime must be approved by the Superintendent or his/her designee in advance of

the overtime worked.

ARTICLE 15
FIELD TRIPS

Section 1.

If a driver has an assigned trip and shows up for such trip and finds it has been cancelled, the driver shall be paid for one hour of drive time provided no attempt has been made to notify said driver in advance.

Section 2.

The driver or the School on a field trip involving extended layover time has the option of layover time or returning to the school and going back for pick-up. Delivery and pick-up is considered one trip. Layover time is paid only when a driver is with the bus or the group on the trip.

Section 3.

Drivers will be paid the specified field trip hourly rate for field trips worked except as provided for in Article 14, Section 2 above.

Section 4.

Regular drivers who agree to drive a field trip during an attendance day in lieu of their regularly assigned run, and have the trip cancelled at a time that causes them to miss their regularly assigned runs will be paid their normal daily wage.

Section 5.

Regular school field trips for which school buses are used will be handled through the Union Steward or Alternate Steward. Special trips, for which classes raise money, have the right to be contracted out to commercial carriers. The Transportation Director shall be notified three (3) workdays before the trip who the driver will be. If the Director is not

notified, the Director has the right to give the trip to any driver who will take it.

Section 6.

No substitute drivers who hire in after September 1980, will be eligible to join the Field Trip list, until they become regular part-time workers. In the event that drivers refuse trips, the Supervisor can assign the Field Trip to a substitute.

Section 7.

Only drivers who are available to drive all day are eligible for field trips.

Section 8.

A driver whose field trip has been cancelled will be eligible for the next available trip.

Section 9.

If there is more than one trip on a given day, the driver whose turn it is will be able to pick the trip they want and so on down the list.

Section 10.

There will be no trading of field trips among drivers

Section 11.

Any two (2) hour trips will be considered courtesy trips and a driver may take them in accordance with seniority and rotation, but will not be charged on the regular trip list.

Section 12.

After the probationary period is over, the driver will be added to the Field Trip list.

Section 13.

A seniority list will be posted to be used for the rotation of field trips. A bus driver when his/her turn comes due may take the trip or refuse it, but the driver who refuses a trip must

wait until all other drivers take their turn before his/her name comes up again.

Section 14.

Any person taking an emergency trip will not be charged for it as a regular turn in the field trip rotation.

Section 15.

A driver must have completed thirty (30) calendar days of satisfactory service to be eligible for field trips. A driver of a field trip must be a regular driver unless there are no regular drivers available.

Section 16.

The Driver will be provided an Employer paid ticket/ pass to the event/ activity that the employee is assigned to drive whenever possible. There will be no expense to the driver for any trip assigned.

Section 17.

When a driver is assigned an overnight field trip, then the employee will be paid the following:

- A. Eight (8) hours per day for each day spent on the field trip.
- B. All lodging costs.

ARTICLE 16
EMPLOYEE PERSONNEL FILE

Any written material placed in a driver's personnel file shall be copied and given to the driver. Any disciplinary material shall be destroyed after five (5) years.

ARTICLE 17
PROMOTIONS

Section 1.

It is the policy of the Richmond School District to fill promotional vacancies whenever possible by promotion from within. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant and the length of service in the District. An applicant with less or no seniority shall not be awarded a promotion unless his/her experience, competency and qualifications are substantially superior.

Section 2.

For the purposes of this rule, a promotional vacancy is defined as a position which is assigned a pay grade higher than the employee's current pay grade.

Section 3.

When a regular full time promotional school position becomes available, it shall be posted internally for a minimum of five (5) working days prior to filling the job. If not filled from within, it may then be posted to the public for their consideration.

ARTICLE 18
LAYOFFS

Prior to the laying off of any regular employee, all temporary, part-time seasonal and probationary employees shall be laid off.

Layoffs of regular full-time employees shall be strictly by bargaining unit seniority; i.e., last hired, first laid off.

Recall shall be in the inverse order of the above.

There shall be no demotions of supervisory personnel to unit positions during layoffs.

Employees to be laid off shall be given at least a two (2) week written notice of such layoff. The employee shall maintain his/her seniority during such period of layoff.

Maintain means that the employee will keep in existence, all seniority earned while employed by the Richmond Community Schools during the period of unemployment, but seniority earned while employed by the Richmond Community Schools during the period of unemployment will not accrue.

A regular driver who is reduced by the Administration to a substitute driver, will maintain his/her regular driver seniority and will be given preference according to his/her seniority for any regular run.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to report for work within ten (10) days from the date of sending such notice, his/her employment shall be considered terminated.

Employees on layoff have the right to refuse employment, if the opportunity for call back is less than they had when laid off.

An employee on layoff, will be eligible for recall for a period of one (1) year from the date of layoff or for a period of time equal to their seniority at the time of layoff, capped at five (5) years, whichever is greater.

ARTICLE 19
GENERAL

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/ or representatives of the Employer concerning matters covered by this Agreement, without

interfering with the progress of the work force.

Section 2.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 4.

The practice concerning mileage reimbursement which is in effect on the date of this Agreement shall continue during the term of this Agreement.

ARTICLE 20
SAFETY

Section 1.

The Union and the employer agree that safety is a major priority and that proper safety equipment and procedures shall be used at all times. To assure that these procedures are being followed the parties agree that there shall be periodical safety meetings. These meetings shall be requested in advance by either party with the presentation of an agenda of concerns to be discussed. No more than two (2) designated representatives of the Union and no more than two (2) of management shall attend.

Section 2.

The Employer will establish a safety station in each building where a bargaining unit

member is assigned. The safety station will be equipped with a fist-aid kit, flashlight and the telephone number of the people to be contacted to handle emergencies.

Section 3.

Bus drivers have a right to refuse to drive any bus that is mechanically unsafe and in any weather or conditions that are detrimental to the health or welfare of the students. The final decision will rest with the Transportation Director or Superintendent/designee. Refusal to drive a bus for any reason after the final decision is made may result in suspension without pay for up to three (3) days.

ARTICLE 21
TRANSFERS OUTSIDE OF BARGAINING UNIT

Any employee transferred out of the bargaining unit may transfer back to the bargaining unit either at his/her own request or management's request without loss of seniority.

Should the transfer last more than six (6) months he/she can return only to a vacancy and carry only the seniority earned while in the bargaining unit.

ARTICLE 22
COMPENSATION

Section 1.

Regular Runs

Special Education Runs

Vocational Education Runs

| | 2008/09 | 2009/10 | 2010/11 |
|--------|----------------|----------------|----------------|
| Step 1 | \$14.95 | *TBD | *TBD |
| Step 2 | \$15.78 | *TBD | *TBD |
| Step 3 | \$16.61 | *TBD | *TBD |
| Step 4 | \$17.42 | *TBD | *TBD |

The second and third year wage increase will be equal to the increase in the State Aid Foundation Grant.

Note: Staff paid at Steps 1, 2 & 3 in 2007/08 will continue to be at their 2007/08 Step in 2008/09 since the entry Step hourly rate was eliminated with this contract (2008-2011).

Field trip hourly rate is \$11.65 per hour. Meal allowance is up to Five Dollars (\$5.00) for field trips five (5) to eight (8) hours in length and up to Ten Dollars (\$10.00) for field trips exceeding eight (8) hours. Drivers must present appropriate receipts for reimbursement.

The 5-8 hours category represents an additional \$1 per hour for a meal allowance, and the 8 hours + category represents an additional \$1.25 per hour for meal allowances.

Each step is one (1) year in length from the new employee's anniversary date of hire.

Section 2.

The longevity pay schedule shall be as follows:

- At the end of 5 years of seniority Eighty Eight Dollars (\$88.00) shall be paid.
This is to continue through the 10th year.
- At the end of 10 years of seniority Seventy Seven Dollars (\$77.00) additional to the above shall be paid (total \$165.00). This is to continue through the 15th year.
- At the end of 15 years of seniority Seventy Seven Dollars (\$77.00) additional to the above shall be paid (total \$242.00). This is to continue through the 20th year.
- At the end of 20 years of seniority Seventy Seven Dollars (\$77.00) additional to the above shall be paid (total \$319.00). This is to continue through the 25th year.
- At the end of 25 years of seniority Seventy Seven Dollars (\$77.00) additional to the above shall be paid (total \$396). This Three Hundred and Ninety Six Dollars (\$396.00) maximum is to continue to be paid each year thereafter.

Longevity will be paid to each driver on the first paycheck in July of each year.

Payment will be paid for the service completed in the previous school year. Leaves of absence, including layoff, shall not be included in calculating longevity. However, layoff by Board action up to one (1) year maximum shall be included for purposes of calculating longevity.

Section 3.

A participating terminal pay program shall be initiated as follows:

- A. Drivers, upon termination of employment, will receive a terminal leave payment of Sixty Dollars (\$60.00) per year of accumulated seniority. A driver must have a

minimum of ten (10) years seniority to qualify.

B. In lieu of the above a driver may choose to participate in the terminal pay program:

1. The driver upon termination of employment will receive a terminal leave payment of Sixty Dollars (\$60.00) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of seniority the Board will match up to a maximum of Sixty Dollars (\$60.00) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of seniority the Board will match up to a maximum of One Hundred Twenty (\$120.00) Dollars per fiscal year deductions for tax-sheltered annuities.

ARTICLE 23
VACATIONS

1. At the conclusion of one (1) year of employment, employees hired prior to ratification of this Agreement will qualify for two (2) days of vacation.
2. At the conclusion of ten (10) years of employment, employees hired prior to ratification of this Agreement will qualify for five (5) days of vacation.
3. A minimum of one employee may be approved for vacation during the school year, provided there are sub drivers available.
4. Employees may be paid vacation by requesting the pay in writing the Friday before the pay period.
5. As of November 16, 2001, employees hired after the ratification of the Agreement will not be eligible for any vacation or pay for vacation.

ARTICLE 24
HOLIDAYS

Section 1.

The following shall be considered as paid holidays. The drivers will be paid their regular rate on these days:

New Year's Day

Christmas Day

Labor Day

Thanksgiving Day

Memorial Day

Teacher In-Service -or- Conference Day Good Friday

It is specifically understood that administration shall have the prerogative to schedule bus driver in-service days on teacher in-service or conference days with a ten (10) day advance notice.

Section 2.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

Section 3.

Under no circumstances will any of the provisions of this Article be in effect when the students are required to attend school or if legislation changes the present schedule of holidays.

Section 4.

An employee shall be eligible for holiday pay if he/she works his/her last scheduled work

day prior to the holiday and the next scheduled work day following the holiday, unless excused by his/her supervisor or is on authorized vacation, sick leave, jury duty, funeral leave or personal day.

ARTICLE 25
INSURANCE PROTECTION

Section 1.

A. The Board will offer the employee the following insurance:

PLAN A:

1. BCBS Flexible Blue 2 Health Care Package Major Medical - The School District will fully fund the deductible.
2. Term life insurance in the amount of Fifteen Thousand Dollars (\$15,000) for those receiving medical benefits (Plan A), and Thirty-Five Thousand Dollars (\$35,000) for those that voluntarily opt out of medical benefits (Plan B) will be provided.
3. Accidental Death and Dismemberment.
4. Dental Insurance: Including orthodontic rider with internal and external coordination of benefits (Dentamax).
5. Vision Insurance: Including internal and external coordination of benefits (Spectera).

PLAN B:

1. Non-Health Care Package
2. Term life insurance in the amount of Fifteen Thousand Dollars (\$15,000) for those receiving medical benefits (Plan A), and Thirty-Five Thousand Dollars (\$35,000) for those that voluntarily opt out of medical benefits (Plan B) will be provided.

3. Long term disability insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be paid at 66 2/3% of salary to a weekly maximum of Five Hundred Dollars (\$500).
 4. Accidental Death and Dismemberment.
 5. Dental Insurance: Including orthodontic rider with no coordination of benefits -
Or - Dental Insurance: Including orthodontic rider with internal and external coordination of benefits (Dentamax).
 6. Vision Insurance: Including internal and external coordination of benefits (Spectera).
- B. If an eligible FTE employee decides to "opt-out" from full benefits (select Plan B), the Board shall compensate Two Thousand Dollars (\$2,000) for that fiscal year. This compensation can be paid out directly to the employee, or can be contributed to the annuity of their choice.

Section 2.

In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

Section 3.

Employees will not be eligible to receive the above fringe benefits during their probationary period.

Section 4.

The Union shall have the right to research alternate insurance options, and bring those to

the attention of the administration if they desire to change their insurance carrier and/or coverage. Such changes, if approved, will only be made at the beginning of the year.

ARTICLE 26
LEAVES

Section 1.

Drivers shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

- A. Drivers shall be granted ten (10) days of absence per year. Unused portions of which shall annually accumulate indefinitely until termination of employment. For the first year, new hires will receive one (1) sick day per month to be added to their sick leave amount at the end of the month. After five (5) years of seniority, any Driver retiring under state retirement plan or terminating employment shall receive fifty percent (50%) of one hundred (100) of their unused sick days at their daily rate.
- B. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to his/her account on the first day that his/her duties begin during that fiscal year, except new hires as noted above.
- C. Drivers must be under firm employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.
- D. Driver shall be eligible to participate only during the effective days of valid employment between the Driver and the Board of Education.
- E. Absences of less than seven (7) days resulting from minor personal injury

arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's office within three (3) work days of the date of injury a statement from his/her doctor stating the number of days he/she will be unable to work.

- F. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitled the injured Driver to compensation under the provisions of the Worker's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence, commencing with the thirty-first (31st) day, allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the worker's compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all worker's compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
- G. Drivers may be requested to submit a statement from the attending physician for absences of three (3) or more duty days or for frequent absences of shorter duration. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.

- H. Accumulated allowable days of absence shall not be retroactive except for those days already credited to a Driver's account on the effective date of this agreement.
- I. A Driver who has two (2) years of seniority and who has used his/her accumulated sick leave may apply vacation time for the period of the illness, and when this is gone, may request the Board of Education for a loan of sick leave days not to exceed twelve (12) days.
- J. One phone number will be provided for drivers to report absences.

Section 2.

Drivers shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of five (5) days each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.
- B. The immediate family shall be defined as spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law and any other person acceptable as an exemption on the Driver's income tax or any person who makes his/her home with the Driver and in the judgment of the Superintendent is emotionally dependent on the Driver as a member of the household.
- C. Absence shall be considered as necessary only when no other arrangements for care are possible.

- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetence of the person requiring care.
- E. In all cases, "other arrangements" are considered possible within three (3) days after the emergency.
- F. Drivers shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, or chicken pox for up to ten (10) days.

Section 3.

Drivers shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of three (3) days each year not chargeable against accumulated allowable days of absence shall be granted. Unused days shall not be accumulated. Employees may elect at the end of the school year to receive a cash payment for 100% of their unused personal days.
- B. Personal business shall be defined as business that requires the presence of the Driver and reasonably cannot be conducted at any time other than during the working day.
- C. Absence because of personal business may be granted by the Director of Transportation.
- D. Absences because of personal business shall be approved in advance. Exceptions shall be made only in cases of emergency.
- E. Requests for absence because of activities arising out of employment other than

with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.

- F. Drivers will not be required to indicate the nature of their personal business, only that it is necessary.
- G. All requests for time off will be approved or rejected within two (2) days of the request.

Section 4.

Drivers shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The immediate family shall be the same as that described in Section 2-B of this Article.
- B. A maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
- C. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
- D. If the day of death is scheduled and the employee does not work that day, the days allowed begin with and include the day of death.
- E. The Superintendent may extend these provisions in instances when in his/her judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

Section 5.

Absence for jury service by a Driver shall not be chargeable to the sick leave or personal leave allowance and the school district will pay the difference in salary between his/ her daily salary and any fee he/she is paid for jury duty.

Section 6.

A military leave of absence shall be granted to any Driver who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, a Driver shall be placed at the same position on the salary schedule as he/she would have been had he/she worked during such period.

Section 7.

The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the transportation program.

Section 8.

A leave of absence is not considered a break in service for seniority purposes.

Section 9.

Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

Section 10

A leave of absence up to one (1) year without pay may be granted to any Driver upon application to the Employer. Upon return from such leave, the driver will be placed at the same position on the salary schedule, as he/she would have been if he/she worked in the District during that period.

Section 11

As it relates to leave time, the following applies:

1. Drivers may only use leave time in full day increments unless approved by Director of Transportation.
2. Upon a driver's absence, substitutes may be utilized up to three (3) days.
3. Regular drivers bidding on an absent driver's work must take the entire assignment.
4. A driver may not bid on an absent driver's work unless it results in an increase in the number of hours of work.

ARTICLE 27
EMPLOYEE PROTECTION

Section 1.

Any case of assault upon a driver, which has its inception in a school-centered problem, shall be reported immediately, in writing, to the Superintendent or his/her designated representative. The Board will provide legal counsel to advise the driver of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the driver in connection with the handling of the incident by law enforcement and judicial authorities. The use of corporal punishment shall be governed by Section 1312

of the School Code of 1976, being MCL Section 380.1312.

Section 2.

If any driver is complained against or sued as a result of any action taken by the driver while in proper performance of his/her duties for the Board of Education, the Board will provide legal counsel and render all necessary assistance to the driver in his/her defense.

Section 3.

Time lost by a driver in connection with any incident mentioned in this Article shall not be charged against him/her.

Section 4.

The Board will reimburse drivers for any loss, damage or destruction of clothing or personal property of the driver while on duty in the school or on school premises, if caused by a deliberate act of vandalism or malicious mischief which has its inception by a student or as the result of rendering assistance in an emergency. No payment shall be made if the damage could be redeemed from automobile compensation or homeowner's insurance. The employee may be required to provide proof of loss and proof of value of the lost item when required by the Board.

ARTICLE 28
EMPLOYEE RIGHTS

Section 1.

The Board agrees to furnish to the Union, in response to reasonable requests, financial information of the District for collective bargaining together with information which may be necessary for the Union to process any grievance or complaint.

Section 2.

Drivers shall be entitled to full rights of citizenship and no political or religious activities, or lack of it shall be grounds for any discipline or discrimination with respect to employment.

Section 3.

Reprimands, warning and discipline for any infraction of rules or delinquency in performance are sometimes necessary. A driver receiving a reprimand, warning or discipline has the right to defend himself/ herself by discussing it with the appropriate administrator before action is taken. The driver may have a member of the Union present as a witness upon his/her request.

ARTICLE 29
MISCELLANEOUS PROVISIONS

Section 1.

Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all drivers now employed or hereafter employed by the Board.

Section 2.

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3.

As a condition of employment, all drivers employed shall be required to have a physical examination annually at the expense of the Board of Education and by a physician

designated by the Board. In the event the driver is allowed to have a physical examination performed by a physician other than the one designated by the Board, the Driver shall pay any amount in excess of Forty-Five Dollars (\$45.00). The Board shall pay the full cost for all new hire physicals.

Section 4.

If the law dictates, chest x-rays or tuberculin tests may be required of employees. The costs of these x-rays or tests shall be the responsibility of the employer.

Section 5.

In cases of emergency school closing, when students are not required to attend school, a driver will be paid their regular daily bid rate for the first two days of this type occurrence or closing. All other occurrences the employee may use any available accumulated leave time. If the route assignment for a driver requires going to another school district and the other school district's handling of the closing day is different from this Board and the difference would result in a loss of pay to the driver, the driver will be compensated for the loss.

Section 6.

The drivers shall have a telephone in the driver's room for the employee's usage. The employee may be required to reimburse the District for any long distance personal calls.

Section 7.

Drivers shall fulfill driving commitments and may not deviate except with permission of the Director.

Section 8.

When regular drivers are absent, arrangements for substitutes will be made by the Transportation Director or his/her designee.

Section 9.

The school district will have buses washed once every week during the months of September 1st to June 15th whenever possible. The Board agrees to keep a faucet on the outside of the garage to allow for a washing of bus windows and cleaning in general.

Section 10.

A coach, chaperone or teacher will be on all special run trips to maintain conduct and be sure the bus is left in neat order. It shall be the duty of the driver to inform the chaperone of this rule.

Section 12.

The Union acknowledges that during the negotiations that resulted in the Agreement it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the Union at the time that they negotiated this Agreement.

Section 13.

The Employer will provide a student aide on any kindergarten run that exceeds thirty (30) students.

ARTICLE 30
UNION RIGHTS

Section 1.

Teamsters Local 214 is certified under Article II of the Collective Bargaining Agreement and the School agrees that no classification and/or work listed under the present certification will be removed from the bargaining unit or reassigned to non-bargaining unit employees.

ARTICLE 31
COMMERCIAL DRIVERS LICENSE

The Board will pay for all cost incurred for the renewal of a regular driver's commercial driver's license.

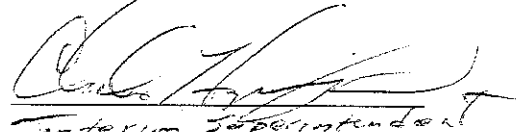
ARTICLE 32
UNIFORMS

Two (2) jackets (one summer weight/ one winter weight) shall be given to full-time drivers with one (1) year seniority. The combined cost of both jackets will not exceed Ninety Dollars (\$90.00) - The Board will pick the company and make the purchase. The driver will not be entitled to a new jacket until the end of three (3) years of use. Drivers are required to return jackets to the District upon termination of employment or when new jackets are issued.

DURATION AND TERMINATION

This Agreement shall continue in full force and effect from July 1, 2008 through June 30, 2011
_____ and shall continue in full force and effect from year to year thereafter unless
written notice of desire to cancel or terminate this agreement is served by either party
upon the other at least ninety (90) days prior to date of expiration.

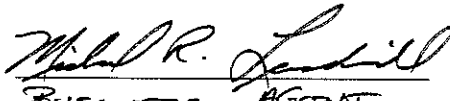
BOARD OF EDUCATION
RICHMOND COMMUNITY SCHOOLS

By: 
Interim Superintendent

By: _____

Dated: August 17, 2009

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

By: 
BUSINESS AGENT

By: _____

Dated: 8-17-09

