

Master Agreement
between
Richmond Community Schools
Board of Education
and
Transportation
Teamsters State, County and Municipal Workers
Local 214

JULY 1, 2015 THROUGH JUNE 30, 2018

NON-DISCRIMINATION STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act of 1990, and Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Richmond Community School District that no person shall, on the basis of race, color, religion ,military status, national origin or ancestry, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law,) height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to, discrimination during any program, activity, service or employment. Inquiries related to any nondiscrimination policies should be directed to the Superintendent, 35276 Division Road, Richmond, MI 48062, (586) 727-3565.

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PREAMBLE

This agreement, entered into this 26th day of October, 2015 by and between the Richmond Community Schools, hereinafter referred to as the "Employer", and Teamsters State, County and Municipal Workers Local 214, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", shall:

ARTICLE 1 - PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union and community.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage the fullest degree of friendly and cooperative relations between all parties to and at all levels of this Agreement.

The parties agree no grievances may be filed, processed or arbitrated under this, the Purpose and Intent portion of the Agreement.

ARTICLE 2 - 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 Membership:

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

ARTICLE 3 - UNION MEMBERSHIP

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.

Membership in the union is not compulsory. Regular employees have the right to join, maintain, or discontinue their membership in the union in accordance to the application form.

Neither the employer nor the union shall except any pressure upon or discriminate against any employee with regard to such matters consistent with the "Right to Work" Legislation.

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 4 - NO STRIKE – 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 5 - MANAGEMENT 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 6 - UNION RIGHTS

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 7 - 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 8 - 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 on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, "Protected Classes"), except where based on a bonafide 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 9 - DEFINITION OF EMPLOYEES

Section 1.

The definition of a Full-time employee shall be defined by the Affordable Care Act.

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

Section 2.

The definition of a Part-time employee shall be defined by the Affordable Care Act.

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

ARTICLE 10 - 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. If at the hearing, the employee request that the Steward be excused then the Steward's presence shall be waived.

ARTICLE 11 - RELEASE TIME FOR STEWARD AND COMMITTEE PERSONS

Upon requesting and receiving permission from the Superintendent, 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.

ARTICLE 12 - GRIEVANCE PROCEDURE

A. Definition of a Grievance

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.

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, and cite all Article violations, at the 3rd Step hearing.

Level One - Appropriate Supervisor

Step 1 - Informal Step: An Employee with a grievance shall discuss it with the Designee of the superintendent within Seven (7) calendar days.

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

Step 2 - Formal Step: Designee of the superintendent

- 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 Designee of the superintendent within seven (7) Calendar days following the informal conference.
 1. The Employee may again meet with the Designee of the superintendent and discuss the matter, alone or together with the Employee's Union representative. The Designee of the superintendent shall also have the right to have another representative present.
 2. A written and signed disposition of the grievance shall be made within seven (7) calendar days by the Designee of the superintendent.

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 seven (7) Calendar days after the supervisor's response is received. A meeting will be scheduled within seven (7) Calendar 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 Seven (7) Calendar days of the meeting.

Step 4 - Arbitration

1. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union shall have seven (7) calendar 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 seven (7) calendar 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 seven (7) calendar days it will be considered closed on the basis of the last disposition.
2. 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.
3. The arbitrator so selected will hold hearings promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral arguments have been waived, then from the date the final statements and proofs are submitted to him/her.
4. Arbitrability
 - a. The following matters shall not be arbitrable and shall not be subject to arbitration:
 - i. Evaluation other than procedural matters;
 - ii. Any grievances based on the statement of "The Purpose and Intent of the Parties: on page two of the contract.
 - iii. Any matters which are not arbitrable under the specific provisions of this Agreement.
 - b. The Arbitrator shall be empowered, except as limited herein, after an evidentiary hearing, 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.

- c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable if so determined by a court of competence jurisdiction. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.
5. 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 13 - 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 and sick leave accumulation will be calculated in accordance with District seniority (i.e. total seniority with the District regardless of position) for the 2015-16 school year. Beginning with the 2016-17 school year, longevity and personal leave days will be calculated in accordance with District seniority.
- 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 System.

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 14 - 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 fourteen (14) calendar days 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 fourteen (14) calendar 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 15 - PROBATION

For employees that fill a vacant position within the district shall have a ninety (90) calendar day probationary period. The District shall have the option to extend the probationary period for an additional thirty (30) calendar days.

All new employees of the school, both full and part-time are subject to a probationary period of one-hundred twenty (120) calendar days. The District shall have the option to extend the

probationary period for an additional thirty (30) calendar days. During the probationary period, the superintendent or his/her designee may terminate the employee. Probationary employees do not have recourse to the grievance procedure.

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

The probationary employee shall begin to receive all benefits at the conclusion of the probationary period, including health care if they meet the required qualified hours of work.

ARTICLE 16 - EMPLOYEE EVALUATION

All bargaining unit employees shall be evaluated annually by the last work day of each school year based on current year's performance. The evaluation instrument shall be at the sole discretion of the district.

The overall annual evaluation of an Employees shall be either highly effective, effective, minimally effective or ineffective.

ARTICLE 17 - 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 first-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 18 - WORK SCHEDULE

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

The Superintendent or his/her designee shall provide the employee his/her work calendar and

schedule of hours to work at least seven (7) calendar days prior to the Employee's first work day in August.

The first work day for drivers shall be the Tuesday prior to Labor Day and the last work day shall be the last student day. The work calendar may be extended if the State requires the district to add additional days of instructions. Any additional days shall be compensated appropriately.

The Tuesday, Wednesday and Thursday prior to Labor Day, drivers shall be required to attend professional development for at least three (3) hours each day.

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 awarded on a seniority basis.
2. When an established run becomes open during the school year, the run temporarily will be filled by a driver who is available without interfering with his or her current runs. The opening will be posted within seven (7) calendar days after the opening is declared and filled by seniority within fourteen (14) calendar days.
3. In the event the district should change to one start/end time K-12 or other change that would affect rerouting, drivers will be allowed to rebid on their first work day based on seniority.

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 field trip rate per hour for class time.
3. 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 fourteen (14) calendar days and will have a substantial impact on the length of the route then the designee of the superintendent 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 designee of the superintendent.
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 19 - OVERTIME

Section 1.

No overtime may be worked without the prior authorization of the Superintendent or his/her designee. 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.

Overtime shall be defined as hours worked beyond forty (40) hours per week. Holidays and leave hours shall not be calculated in the forty (40) hour work week.

Should a driver's total hours worked during a pay week exceed forty (40) hours, the driver shall be paid one and one-half their hourly rate or one and one-half the field trip rate, whichever reflects the hours worked over forty (40).

ARTICLE 20 - 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. However, once all bargaining units agree to twenty-four pay periods, all payroll will be paid on a twice a month basis. When a regular pay date falls during a school recess period, all Employees shall be paid on their regularly scheduled pay date. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

The district has the right to implement electronic direct deposit options and electronic pay stub retrieval. Deposits will be made to the financial institution of the employee's choice subject to Electronic Clearinghouse requirements.

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.

Section 5

When a school or schools are closed due to inclement weather or a building problem, Employees shall not be paid for days schedule but not worked. Employees may utilize Personal Leave Days (PLD) for compensation of days not worked due to inclement weather or a building problem so long as it is indicated on the time management system or protocol (e.g. timeslip) utilized by the District.

ARTICLE 21 - PERSONAL LEAVE DAYS

Section 1.

While it is the expectations of the Board of Education that employees are at their assigned position on schedule work days, it is recognizes that Employee may be absent from their position for a variety of reasons, including but not limited to personal illness, family illness, and personal business.

For the 2015-16 school year, employee hired by Richmond Community Schools prior to June 30, 2015 shall be granted three (3) personal business and ten (10) sick days. 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. Absence because of sick days and personal business may be granted by the Superintendent or his/her designee.

- A. Beginning with the 2016-17 school year, employees hired by Richmond Community Schools prior to June 30, 2015 shall be granted five (5) Personal Leave Days per year. Personal leave days are recorded in hours based on the employee's regular work schedule. The total number of Personal Leave Days 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.

Unused Personal Leave Days shall accumulate to a maximum of twenty-five (25). Any Personal Leave Days over twenty-five (25) to a maximum of thirty (30) days shall be paid at the end of each school year at 100% of the employee's current daily rate.

Employees that have accumulated "Sick Days," as listed below, shall have their "Sick Days" frozen and shall not accumulate any additional "Sick Days". Those employees that have prior "Sick Days" shall be allowed to uses their accumulated "Sick Days" as Personal Leave Days. The use of "Sick Days" shall be the same as Personal Leave Days.

At the point in which the employee terminates their employment from the district, they shall be paid one-third (1/3) of the remaining accumulated "Sick Days" at their 2015-16 Rate of Pay and 2015-16 Average Hours worked per day.

Example only

	Sick Days	Avg. Hrs./Day	Rate of Pay	Max. Payment at Termination
Adkins, James	27	3.5	\$17.42	\$548.73
Montgomery, Karen	34	5.19	\$17.42	\$1,021.65
Wilczynski, Susan	61	5.57	\$17.42	\$1,972.94
Wise, Bryan	60	3.31	\$17.42	\$1,153.21

B. Beginning with the 2016-17 school year, employees hired by Richmond Community Schools after June 30, 2015 shall be granted three (3) Personal Leave Days per year. Personal leave days are recorded in hours based on the employee's regular work schedule. The total number of Personal Leave Days 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.

Unused Personal Leave Days shall accumulate to a maximum of fifteen (15) days. Any Personal Leave Days over fifteen (15) to a maximum of eighteen (18) days shall be paid at the end of each school year at 50% of the employee's current daily rate.

For the first year, new hires shall receive one (1) Personal Leave Day at the end of September, October and November for a total of three (3).

Absences of less than seven (7) consecutive days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from the employee's Personal Leave Days providing the employee files at the Superintendent's office within three (3) days of the date of injury a statement from his/her doctor stating the number of days he will be unable to work.

Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured Educational Para Professional to compensation under the provisions of the Worker's Compensation Act, shall not be charged against the employee's Personal Leave Days until the thirtieth (30) consecutive day of absence. Commencing with the thirty-first (31st) day personal leave days 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 regular period not to exceed the accumulated Personal Leave Days accumulated for the school year providing all workers' compensation checks covering the period from the date of the injury to the expiration of the accumulated Personal Leave Days of absence are turned in to the Superintendent's office for record.

One phone number will be provided for drivers to report absences

Section 2.

Employees 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.

Employees shall not take a personal leave day the day before or after a holiday break. Under

extenuating circumstances, the Superintendent may grant leave before or after a holiday.

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 defined as spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, or any other person acceptable as an exemption on the Driver income tax or any person who makes his home with the Employee and in the judgment of the Superintendent is emotionally dependent on the employee as a member of the household.
- B. A maximum of five (5) calendar 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.
- F. If the day of death occurs during a schedule school break and the five (5) calendar days of bereavement occurs prior to the return from break, then the employee is not entitled to bereavement days. Under extenuating circumstances, the Superintendent may approve a change to when bereavement days are taken.

Section 5.

Absence for jury service by a Driver shall not be chargeable to the employee's personal leave days 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. The employee shall be required to provide the district documentation of any income received as a result of 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.

Unpaid leave of absence of more than sixty (60) calendar days is considered a break in service for seniority purposes.

Section 9.

Accumulated Personal Leave Days shall be maintained but shall not accrue during the periods of the leave for only the school year of the leave.

Section 10

A leave of absence up to one (1) year without pay may be granted to any Driver upon application for the purpose of engaging in other activities 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 the Superintendent or his/her designee.
2. Substitute drivers shall be utilized for absent drivers. For absences exceeding thirty (30) consecutive school days, regular drivers may bid on the absent driver's route.
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.
5. Upon returning from a leave, the driver shall be placed in the route they held prior to their leave.

ARTICLE 22 - HOLIDAYS

Section 1.

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

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

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 Personal Leave Day verified by a doctor's note, jury duty, or bereavement leave.

ARTICLE 23 - INSURANCE PROTECTION

The Board will offer full time employees, as specified in Article 9, single subscriber health insurance. The employee shall pay any amount over the legislative "Hard Cap" or the percentage of "affordability," as defined by the Affordable Care Act, whichever is greater.

ARTICLE 24 – COMPENSATION

Section 1.

	Employees hired by RCS prior to June 30, 2015	Employees hired by RCS after June 30, 2015
2014-15	\$ 17.42	\$ 14.95 / \$ 16.61
2015-16	\$ 17.42	\$ 14.95 / \$ 16.61
2016-17	\$ 17.77	\$ 16.61
2017-18	\$ 18.12	\$ 16.95

Section 2.

The longevity pay schedule shall be as follows for years of service in the transportation department as a Richmond Community Schools employee:

- 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 last paycheck in June 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.

Transportation employees eligible for longevity must be a Richmond Community Schools employee prior to June 30, 2015.

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.

Transportation employees eligible for terminal pay must be a Richmond Community Schools employee prior to June 30, 2015.

ARTICLE 25 - FIELD TRIPS

By the first student day each year, a Field Trip Rotation list shall be established and posted. The Field Trip Rotation List shall be for eligible drivers, by seniority.

Section 1.

Field trip assignments that require a driver to give up all or part of their regular driving assignment will be paid their regular (regular, special education or vocational run) rate for the hours that would have been driven for their regular run. This is to hold the driver "harmless" when driving for a field trip.

If a driver has an assigned Field trip and shows up for scheduled 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. The provision on payment for one hour is only if the driver was not already working.

Section 2.

The Superintendent or his/her designee 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 \$11.65 per hour for field trips worked except as provided for in Article 24 above.

A meal allowance for drivers shall be provided to drivers of field trips totaling six (6) or more hours at a rate of ten dollars (\$10.00). Drivers must present appropriate receipts for reimbursement within forty-eight (48) of the conclusion of the field trip.

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. The Union Steward or Alternate Steward shall maintain the following three (3) Field Trip Rotation List:

- Regular Field Trips (Notice is given more than forty-eight (48) hours in advance)
- Emergency Trips (Notice given forty-eight (48) hours or less)
- Weekend Field Trips

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.

In the event that drivers refuse trips or are unavailable, the Superintendent or his/her designee may 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 or less 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.

Courtesy trips shall be paid at the Field Trip rate.

Section 12.

A Field Trip Rotation List shall be posted and 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 13.

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

Section 14.

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 15.

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.
- C. A meal allowance of up to twenty-five dollars (\$25.00)

ARTICLE 26 - COMMERCIAL DRIVERS LICENSE

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

ARTICLE 27 - UNIFORMS

Two (2) jackets (one summer weight/ one winter weight) shall be provided to drivers with one (1) year seniority. The Board shall have the sole discretion of choosing a vendor to order and purchase jackets. 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.

ARTICLE 28 - EMPLOYEE PERSONNEL FILE

Any written material placed in a driver's personnel file shall be copied and given to the driver.

ARTICLE 29 - TRANSFERS OUTSIDE OF BARGAINING UNIT

Any employee transferred out of the bargaining unit may transfer back to the bargaining unit within fourteen (14) calendar days either at his/her own request or management's request without loss of seniority. If the transfer is more than fourteen (14) calendar days he/she can return only to a vacancy and previous seniority earned while in the bargaining unit shall be forfeited.

ARTICLE 30 - 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 is strictly prohibited.

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 31 - 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 32 - MISCELLANEOUS

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.

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 6.

Drivers shall fulfill driving commitments and may not deviate except with permission of the Superintendent or his/her designee.

Section 7.

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

Section 8

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 9.

A coach, chaperone or teacher will be on all field 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 10

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 11.

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

Section 12.

All previous Letters of Understanding not included into this contract shall become null and void. Future Letters of Understanding shall be negotiated during future contract negotiations.

Section 13.


Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency financial manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (30 of Public Act 4 of 2011.

If an emergency financial manager is appointed to the district, the emergency financial manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or terminate this agreement is a prohibited subject of bargaining.

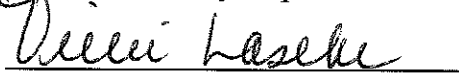
ARTICLE 33 - SIGNATURES AND AGREEMENT

This Agreement shall continue in full force and effect from October 26, 2015 through June 30, 2018 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this agreement I served by either party upon the other at least ninety (90) days prior to date of expiration.

RICHMOND COMMUNITY SCHOOLS



Brian J. Walmsley, Superintendent

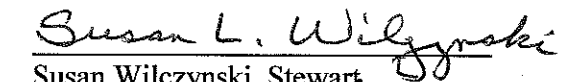


Vicki Laseke, Business Manager

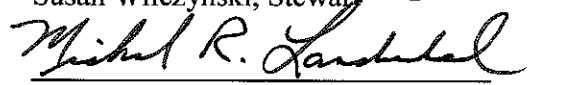
11-10-15

Dated

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214



Susan Wilczynski, Stewart



Mike Landseidel, Local 214 Teamsters Rep.

11-10-15

Dated