

CONTRACT

between

BOARD OF EDUCATION

SAGINAW TOWNSHIP COMMUNITY SCHOOLS

and

TEAMSTERS LOCAL 214

2007-2010

**SAGINAW TOWNSHIP COMMUNITY SCHOOLS
SAGINAW, MICHIGAN**

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MASTER AGREEMENT
between the
Saginaw Township Board of Education
and the
Teamsters Local 214

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of April, 2008, between the Board of Education of the Saginaw Township Community Schools, hereinafter called the "Board" or the "Employer," and the Teamsters Local 214, hereinafter called the "Union".

ARTICLE 1

RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and working conditions. Employees covered by this agreement include bus drivers and bus riders, but exclude the Transportation Supervisor, substitute bus drivers and riders, and all other supervisory personnel. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 2

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees. The Parties agree that the employer does not control the off-duty activities of an employee. It is understood that there could be actions done by an employee off duty that have an impact on the employment relationship. The employer may react to those off duty actions of an employee that have an impact on the employment relationship.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal, or demotion for just cause, and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. This contract incorporates the parties' full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. No such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE 3

UNION RIGHTS

A. Employees shall be entitled to full rights and citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. The private and personal life of any Employee is not within appropriate concern or attention of the Board, unless such activities adversely affect the Employee's efficiency or performance.

B. Any Employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union. The Union shall furnish the Board with a complete list of all Employees each year requesting payroll deductions for dues at the beginning of each school year.

C. Any Employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of their duties, shall as a condition of employment pay a fee to the Union in an amount determined by the Union in accordance with its policies and procedures regarding objections to political-ideological expenditures, not to exceed the regular dues.

D. The Union may give written notice to the Employer if an Employee fails to pay either the membership dues (Article 3 B) or the service fee (Article 3 C). Within (5) work days of receiving such notice, the Employer shall notify said Employee that the service fee will be deducted from the pays remaining for dues payroll deduction.

E. The Union shall present the Board with a certified check off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.

F. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article. If any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

G. Any Employee called into an office where discipline is contemplated, shall have the right to ask for Union representation. The employee shall be told prior to the meeting that the call to the office is disciplinary in nature. If the employee requests Union representation, the meeting shall be rescheduled to a time when the Union representative is present.

ARTICLE 4

ASSIGNMENT AND TRANSFER

A. At least seven (7) calendar days prior to the first day students are scheduled to start attending classes for the school year, the driving and riding routes which have been established by the School District shall be assigned by the Transportation Supervisor consistent as practicable with the employee's prior year's final route. All work performed before the final annual bidding shall be paid at a time allotment of not less than the amount of time assigned to the work by the Transportation Supervisor at the time of the posting, however, the employee shall receive pay for the actual time worked if greater than assigned. All driving, riding, noon routes and summer runs will be bid separately.

The fall student membership count day bid will occur no later than the fall student membership count day. The routes which have been established by the School District shall be posted and all employees notified as to the time and place where bidding, by seniority, shall take place.

Routes shall be bid and assigned on a seniority basis. All routes, and any revisions thereto, shall be established within the School District's sole discretion. The District may, at its discretion, revise and re-bid routes at any time with five (5) days prior notice to the Union.

B. If any routes become available during the school year, the routes shall be posted on the bulletin board in the bus garage for five (5) working days. Any employee may apply for the positions. The first consideration shall be given to those employees with the most seniority within their respective job classification. A route shall become available for employees to bid if the route time increases or decreases by a minimum of eighteen (18) minutes (1-1/2 hours per week) over a period of three (3) consecutive weeks. The Employee who succeeds in obtaining the route shall be disqualified from bidding on any other route during the school year unless the new route would involve additional time of at least eighteen (18) minutes or the old route was reduced by eighteen (18) minutes or discontinued. Copies of each job posting and names of all bidders for the job posting shall be given to the secretary of the Union.

C. A newly created transfer between facilities shall be offered to the most senior employee available in the area. If the transfer increases the route time as discussed in paragraph B above, the route, including the transfer, shall be bid in accordance with paragraph B above.

D. If a regular employee's route is lost due to an increase, reduction or elimination, the employee who lost his/her route shall be assigned (bump) to a regular route held by the driver or rider with the least seniority and having a total run time close to, but not exceeding the total run time lost.

The displaced (bumped) employee shall take the place of the bumping employee. The displaced (bumped) employee may subsequently displace a lower seniority employee subject to the above provisions.

E. If, in the event of an emergency, a bus driver is used as a bus rider, the driver shall be paid regular driver wages.

F. Each employee shall be required to perform a ten (10) minute paid pre-trip inspection prior to the beginning of each route. Drivers shall be required to perform a fifteen (15) minute paid pre-trip inspection prior to the beginning of each route for the months of December, January, and February.

G. A substitute driver shall be a qualified driver who has not been assigned a regular route. A substitute rider shall be a qualified rider who has not been assigned a regular route.

H. When the district is notified that an employee will be off for thirty (30) or more calendar days, his/her run shall be put up for bid for the duration of the absence. The most senior employee bidding on the run shall be awarded the work. That employee's run shall then be put up for bid. If that run is bid on by a regular employee, that driver's run (which would be the third vacancy) shall be assigned to a substitute driver. Noon runs will be assigned to the next senior available driver for the duration of the absence.

I. The present two (2) hour guarantee will be effective for those drivers presently employed as a regular driver or rider as long as they remain employed in this system. This two (2) hour guarantee shall include two (2) hours work and wages, including ten (10) minutes for pre-trip inspection shall be paid to the bus drivers, substitute bus drivers and bus riders (that are employed by the District effective December 15, 1983), for each time they are required to report to work. If a regular route runs more than two (2) hours, the employee will be paid actual time worked. This two (2) hour guarantee shall apply to actual driving time only. Excluded from this two (2) hour guarantee is non-driving work, by way of example, but not limitation (training, meetings, etc.).

J. Whenever the District determines that a rider has successfully completed the requirements as established by the District, becomes a District driver, and such determination is made after annual bidding is completed, the new driver cannot immediately bump other regular

drivers, but can bid on regular assignments that become available through the posting procedures. Riders who are promoted to the driver classification shall convert their rider's seniority, but shall forfeit all rider's seniority for all purposes under this agreement with the exception of layoff. A driver or a rider shall not work within another classification unless directed by the District in which case the higher rate of pay for actual work performed will be paid.

ARTICLE 5

SENIORITY

- A. New Employees shall be considered probationary employees until they have actually performed work, as a regular driver and not as a substitute driver, for ninety (90) working days. After completion of the ninety (90) working days, the Employee will be considered as a regular employee and seniority will start as of the first day worked as a regular driver.
1. In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Union and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Union members so affected will be notified in writing of the date, place and time of the drawing.
 2. During the probationary period, the probationary employee may be discharged, laid off or otherwise dismissed at the sole discretion of the School District without any rights of recourse under this Agreement by either the employee or the Union.
- B. Seniority shall be granted either as a driver, both regular and substitute, or a rider, as of the first day worked after completion of the probationary period.
- C. When an Employee acquires seniority, his/her name shall be placed on the seniority list. The seniority list will show the names and job classification of all Employees entitled to seniority.
- D. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons:
1. Resignation.
 2. Discharge.
 3. Absence from work for three (3) working days without notifying employer.
 4. Failure to return to work when recalled from lay off without just cause.
 5. Being laid off for two (2) years

ARTICLE 6

LAY OFF AND RECALL

- A. If the employer determines it is necessary to reduce the work force, such reduction shall take place on the basis of seniority in job classification. The employee having the least seniority in each classification shall be the first to be laid off. Employees shall be notified of impending layoff at least five (5) work days prior to the effective days of said layoff unless an emergency exists. Recall shall be on the basis of inverse order.
- B. If an employee is laid off in one of the classifications (driver or rider), and is presently qualified, as determined by the District, to perform the work of the other classification, he/she shall have the right to exercise seniority to bump the highest senior employee having less seniority than his/her own in that classification to avoid layoff.
- C. An employee who wishes to avoid layoff by exercising his/her right to bump, must give notice to the employer within the five (5) work day notice of impending layoff period after receipt of the notice.
- D. The district will make efforts to provide work as a substitute driver to laid off, regular drivers.

ARTICLE 7

EMERGENCY SCHOOL CLOSINGS

- A. Should severe weather conditions exist and an employee is held over, the employee will be granted extra time at regular pay.
- B. Employees shall be paid in the following manner for days that school is scheduled to open, but is called off for reasons beyond the control of the employees, such as snow, sleet, mechanical problems in schools or buses:
1. Employees shall receive full pay for the first two (2) days canceled and exempt from make-up under the Michigan School Code, but shall be required to work, with pay, on any rescheduled days.
 2. Employees who are called in to perform work during Emergency School Closings shall receive their regular hourly rate.

ARTICLE 8

TRIP ASSIGNMENTS

A. All trip assignments (field trips, extra trips) shall be determined by the District, and shall be defined as any driving assignment other than a scheduled route. Trip assignment hours shall not be counted towards benefit eligibility.

B. No Employee's hours worked shall exceed forty (40) hours in a consecutive seven (7) day period. Drivers shall be guaranteed a minimum of two (2) hours driving time for each trip assignment, except no employee will be allowed to earn double pay for the same time period. If any driver selects a trip that would result in double pay, the driving time for the trip will be reduced by the amount of time that would result in double payment.

If during any consecutive two week period, regular drivers' routes are not covered, management reserves the right to temporarily suspend the awarding of field trips to regular drivers that take place during the time scheduled as the regular driver's route.

C. Field trips shall be posted every two weeks and are posted for three (3) work days. Employees shall make their selection from the list on a rotating seniority basis no later than Wednesday before nine o'clock a.m.

The first field trip list of the school year shall be posted a minimum of five (5) days prior to the first day of school. Employees shall bid on the field trips based on seniority with the most senior employee making the first selection.

All bidding for the remainder of the year shall be based on a continued rotation of the seniority list. Each opportunity for bidding shall begin at the point on the list where the selection process left off at the previous opportunity to bid.

If additional trips become available prior to the next bidding opportunity, those trips are offered to the next employee on the list in rotating seniority order.

Each employee shall be permitted one time during a semester to have another employee make the selection on his/her behalf from the trip board when the employee's turn comes up and the employee is not available to make the selection. An employee who cannot attend the field trip selection meeting because he or she is on a driving assignment or on jury duty shall be allowed to have another employee make his or her selection and it will not count as the once per semester selection option.

D. Once the driver accepts the trip assignment, the driver will be required to perform the duties. If a legitimate reason, acceptable to the District, is given, then the driver may be excused from driving an accepted trip assignment, but will be treated for trip selection purposes as though the trip assignment was worked. If the driver does not work the accepted trip assignment, and

the legitimate reason, acceptable to the District, has not been provided, the driver shall not be eligible for trip assignments for a period not to exceed ninety (90) days. Drivers who are unable to fill an extra trip assignment due to absence resulting from being on leave (paid or unpaid) shall have their position in the trip selection rotation maintained as if they accepted a trip. Trips not selected by drivers will be offered to substitutes. If trips still remain, regular drivers, if eligible, will be assigned trips based upon seniority. The least senior drivers being assigned first. If a driver refuses trip assignments more than two (2) times in a semester, then he/she shall be disqualified from trip assignment eligibility for the remainder of the school year.

If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

E. Meal Allowance. Drivers of a trip assignment in excess of four (4) hours which has been determined by the Transportation Supervisor to interfere with a regular meal period (breakfast, lunch or dinner) shall be entitled to receive a \$7.00 taxable stipend allowance per meal.

F. Down Time. Employees shall be paid the regular hourly rate for driving time, and the following hourly rate for down time:

July 1, 2007	\$10.47 per hour
April 10, 2008	\$10.70 per hour
2008-2009	\$11.50 per hour
2009-2010	wage re-opener

Down time to be determined by the Supervisor. If a trip assignment lasts more than (1) day, the normal day will be considered 8-5 and the wages will be paid only for those hours. Total hours will be determined by the Transportation Supervisor. The driver will be paid for total number of hours on the trip assignment and shall be responsible for the bus at all times. Unless directed otherwise by the trip supervisor, the driver and bus will be required to stay at the site of the trip. The trip supervisor shall be identified and communicated to the driver in advance of the trip. For the purpose of driver's meals, the driver and bus may be away from the site for a period not to exceed one (1) hours per earned meal.

G. Adequate arrangements shall be made with drivers for anticipated expenses such as parking fees, toll fees, additional gas, and hotel, motel accommodations, as well as unexpected expenses which may be incurred, such as repair bills. Drivers shall sign a prepared voucher for funds and return any unused portion thereof and/or receipts for expenses incurred upon completion of trip assignment.

H. Trips shall be considered as taking students to an activity and returning students from that activity. The employee may be required to report back to the bus garage in-between the two portions of the trip, drop-off and return, and shall not receive down-time pay when reporting back to the bus garage in-between the two portions of the trip.

ARTICLE 9

GRIEVANCE PROCEDURE

A. Definition. A grievance shall mean a complaint by an employee in the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term "employee" may mean a group of employees having the same grievance.

B. The employee who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor (within ten (10) working days following the act or condition which is the basis of the employee's grievance), who will attempt to resolve it with the employee.

C. If this fails to resolve the grievance, the employee shall submit the grievance in writing, within thirty (30) working days, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

D. Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the employee may appear personally or may be represented by a Union representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

E. Within five (5) working days after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing. If the Immediate Supervisor fails to answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.

F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Immediate Supervisor's decision will be final.

G. If the Union does not accept the Immediate Supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to the Superintendent within five (5) working days from the date of receipt of the Immediate Supervisor's written decision.

H. Within ten (10) working days of receipt of the written appeal, the Superintendent, or a designated representative, will arrange for a conference to satisfactorily resolve the grievance.

Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

I. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or a designated representative, shall answer such grievance in writing. If the Superintendent or his/her designee does not answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.

J. Such answer shall be final and binding unless appealed to the next step within 60 working days from the date of the Superintendent's written decision.

K. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Services.

L. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deduction) of clear and unambiguous written terms of this Agreement.

M. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

N. The fees and expenses of the third party impartial arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid for by the party incurring them.

O. The term "days" when used in this Article shall mean work days or, during the summer months, days when the Administration office of the Board is open for business.

P. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

Q. Grievances filed as class grievances shall be initiated at the Superintendent level of the Grievance Procedure. The Superintendent shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.

R. All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.

ARTICLE 10

SICK LEAVE

A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave is to protect employees when they become ill.

B. Employees shall be credited with one (1) sick day per each month actually worked, not to exceed a total of nine (9) for any school year. Effective September 1, 2007, employees will be credited with nine (9) sick days for the school year.

C. Employees who become regular employees after September 1 of a school year, will be credited with a pro-rated number of sick days based the portion of the school year remaining.

D. If prior to the end of the students' school year, an employee is no longer employed under the terms of this agreement, then the employee's sick days granted that year will be adjusted in proportion to his time employed that year. The employer shall recover any overpayment from any money due the employee.

E. Any sick days not used in one year, shall be accumulated to a total of 93 days

F. Employees who qualify for sick pay shall receive this pay on their regular payday.

G. Family and Medical Leave Act. Eligible Employees shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.

H. Any Employee having exceeded their accumulated sick leave days may request additional days with pay. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two (2) representatives of the Board of Education and two (2) representatives of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be majority decision of the Sick Leave Review Board.

I. The Employer may require an Employee to substantiate any absence due to alleged illness exceeding three (3) work days through a doctor's statement.

J. An employee, who has been disciplined for attendance abuse, may be required to provide a doctor's letter covering each absence.

K. The Employer may require an Employee to be examined by the Employer's doctor to determine the Employee's fitness to work. Such examination shall be at the Employer's expense.

L. An Employee who is absent from duty as a result of personal injury caused by accident, disease or assault upon him/her, arising out of, and in the course of his/her employment, has the option of drawing workers' compensation solely, or workers' compensation plus sick leave (combined payment not to exceed the Employee's regular daily rate). If the Employee chooses combined payment of sick leave and workers' compensation insurance, the days of sick leave drawn will be charged to the Employee's sick leave accumulation based on the Employee's regular hourly rate of pay.

ARTICLE 11

OTHER AUTHORIZED LEAVES

A. Funeral Days. The Employee shall be allowed three (3) days of absence, and any additional days approved by the Administrator without loss of pay or sick leave in the event of death of a member of the immediate family. If additional days are needed, these days may be taken without pay. Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the Employee's home.

B. The Employee shall be allowed one (1) day of absence, and any additional days approved by the Administrator, without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or spouse of his/her child.

C. Personal Days. Employees shall be allowed two (2) days in any school year, after they have completed one (1) year of service as a regular employee, for personal business which cannot normally be handled outside working hours, without loss of pay. Application for such absence must be made in writing stating the nature of the business to be conducted during such absences, and must be filed with the Supervisor of Transportation ten (10) days prior to the day if possible.

D. Jury Duty. When serving on jury duty, the Employee shall be paid their regular daily rate of pay for hours they would have been scheduled to work. Any compensation received from the courts while serving on jury duty - cash, voucher or check - shall be returned to the Employer. Any compensation received from the courts in excess of Employee's normal daily rate shall be

reimbursed by the Employer to the Employee. The Employee shall retain any compensation received from the Courts for mileage.

E. Other Authorized Leaves. Leaves of absence without pay may be authorized by the Superintendent, or a designee. The leave of Absence shall not be granted for a period longer than one year, except by specific recommendation of the Employer.

F. An employee may be granted up to ten days of leave without pay per school year, in a minimum of consecutive five-day increments, if there is a substitute employee available and willing to cover the absence.

ARTICLE 12

HOLIDAYS

A. Employees shall be paid for the following holidays according to Section B below: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Good Friday and Memorial Day.

B. In order to be eligible for holiday pay, an employee must work his or her last scheduled day before and first scheduled day after the holiday unless the employee's absence has been approved.

C. The District agrees to provide four hours of in-service training two times per school year.

ARTICLE 13

NO STRIKE CLAUSE

The Union and the Board recognizes that strikes and other forms of work stoppages by Bus Drivers, Substitute Drivers and Riders are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with any provision of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

ARTICLE 14

DISCIPLINE

- A. No Employee shall be reprimanded, disciplined, or discharged without just cause. Any such reprimand, discipline or discharge shall be subject to the grievance procedure.
- B. All disciplinary action shall be placed in the employee personnel file.
1. Each Employee shall have the right to review, upon request the contents of their own personnel file, excluding pre-employment data. Each employee may have a representative of the Union accompany them in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files.

ARTICLE 15

INSURANCE

- A. Right to Select Carriers. Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company.
- B. Non-Duplication of Benefits. There will be no duplication of District provided benefits (e.g. husband and wife both working for the District).
- C. Available Fringe Programs. Consistent with other provisions found within this Article, the District shall make available the following fringe benefits:

Type	Coverage
1. Dental Insurance	80% reasonable and customary charges Class I, II & III
2. Life Insurance	\$25,000.00
3. Hospitalization	Blue Cross/Blue Shield Community Blue Plan One, with stated in-network and out-of-network co-pays, 50% mental health & private nursing duty, \$10.00 generic / \$20.00 brand co-payment prescription drug plan, and semi-private hospital coverage.
4. Optical Care	80% reasonable and customary charges.
5. Long Term Disability	Available to employees whose average weekly hours (excluding field trips) equals 30 or more hours

D. All bargaining unit employees who are regularly scheduled to perform actual work twenty (20) or more hours per week, excluding time spent on field trips, shall be eligible to receive pro-rated benefits according to the following schedule:

AVERAGE WEEKLY HOURS WORKED	Percent of Premium Paid by District
20 hours but less than 25	50%
25 hours but less than 30	62.5%
30 hours but less than 35	75%
35 hours but less than 40	87.5%
40 hours or more	100%

E. Employees shall qualify for benefits based on the average weekly hours worked (excluding field trips). The hours shall be averaged and computed on the previous semester basis for the next semester (e.g. average hours worked for second semester of previous school year will be used to compute the percentage of premium to be paid the first semester of the next school year.)

F. An employee who currently receives insured benefits as of August 1, 2000, and who would suffer a reduction of board paid benefits as a result of the implementation of the schedule in Section D above will be "grandfathered" as follows. Said employee will maintain his/her August 1, 2000, level of board paid benefits so long as the employee maintains the current number of daily runs. If an employee elects to bid on a lesser number of runs, the employee shall receive board paid benefits in accordance with the schedule in Section D above. For purposes of this section, the parties agree to include Lela Jane Gill and Judy Mureiko.

G. Health Care Cost Sharing. For each year this contract is in effect, the Board agrees to pay one hundred ten percent (110%) over the prior year's Board-paid portion of the monthly premium cost for applicable coverage (single, double or family) for dental insurance and optical care, as provided in paragraph C above. The cap is applied to each individual insurance coverage, not all coverages combined. Any premium amounts in excess of one hundred ten percent (110%) of the prior year's Board-paid rates, and any health care insurance premium contributions, will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.

H. Employees eligible to purchase a portion of the benefits provided in paragraph C, above, shall purchase the benefits through payroll deduction. The employee may elect to purchase the benefits on a pre-tax basis.

I. Upon the implementation of the Community Blue Plan, the employee paid monthly rates will change as follows:

Single will go from \$92.08 to \$66.00
 Two-person will go from \$227.28 to \$172.00
 Family will go from \$304.66 to \$239.00

J. Employees will continue to be responsible to pay for any amount of the premium based on their work schedule as defined in Section D. of this Article.

K. The employee paid portion of the premium rate participation includes the rider covering abortion benefits. When an employee attains the 100% paid level the premium rate for the abortion rider shall be paid by the employee through payroll deduction. This section only applies if required by law.

L. Retirement. The Board of Education will pay, for each eligible employee, the percentage of wages required by the State into the Michigan Public Employees' Retirement System

ARTICLE 16

SALARY PROVISIONS

A. Drivers:

2007-2008	\$14.90 per hour
June 30, 2008	\$14.98 per hour (subject to future negotiations)
2008-2009	Wage reopener
2009-2010	Wage reopener

Beginning drivers - fifty (50) cents per hour less for probationary period.

B. Riders:

2007-2008	\$ 9.82 per hour
June 30, 2008	\$ 9.87 per hour (subject to future negotiations)
2008-2009	Wage reopener
2009-2010	Wage reopener

Probationary riders - fifty (50) cents per hour less for probationary period.

ARTICLE 17

MISCELLANEOUS

A. Print contract at Board of Education expense.

B. Issue Activity Passes

C. The Employer shall pay the cost of medical examinations required by the State to maintain bus driver eligibility. Medical examinations shall be conducted by a physician chosen by the employer.

D. The Employer shall pay \$65.00 towards the employee's CDL license. New employees shall receive these payments after one (1) year of active employment. The employer shall pay the cost of the "S" endorsement required of school bus drivers by the State of Michigan. If any additional endorsements are required of school bus drivers by the State of Michigan, the cost of the endorsement may be addressed during contract negotiations or during a wage reopener negotiations.

E. The employer shall provide CPR training to all drivers and riders on an annual basis. This training shall be mandatory for drivers and riders.

F. As a condition of employment, state law requires that Employees hired prior to December 1, 2006 be fingerprinted by June 30, 2008. The Employer will provide such employees an opportunity to be fingerprinted without cost sometime prior to June 30, 2008. Employees will be notified in advance of these opportunities. The employer will not be required to provide this service for employees who fail to use these opportunities.

G. The parties shall negotiate over the cost of any new condition of employment required by the Employer before it is implemented.

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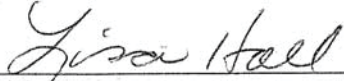
ARTICLE 18

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in full force and effect until June 30, 2010. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 9th day of February 2009.

BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY
SCHOOLS




LISA HALL
President




MARIANNE C. BIRD
Secretary

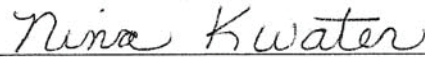
TEAMSTERS LOCAL UNION NO. 214




LES BARRETT
Business Agent



SHELTRA SCHULTZ
Steward



NINA KWATER
Bargaining Team



PATRICIA DELAVERN
Bargaining Team

MEMORANDUM OF UNDERSTANDING

The parties recognize that the transportation of children in a school bus is one of the most responsible and important functions of a school system. In view of this fact, it is imperative that employees be in the best physical and mental condition possible while carrying out this responsibility.

APPENDIX A

GRIEVANCE REPORT

Date _____

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Name	Employer	
Street	Department	Division or District
City or Post Office, State, Zip Code		
Residence Phone No.		
How Long Employed?	Address	
Classification	Telephone No. (Office)	
Rate per hour		

Please State: Grievance - Violation of Article or Section, Etc. - Remedy Requested.

List Articles Violated:

Grievant's Statement:

Remedy Requested:

2008
Steward's Name

Signed By:

White - Union's Copy Yellow - Employer's Copy Pink - Steward's Copy Goldenrod - Grievant's Copy

Agreement
between
Teamsters Local 214
and the
Saginaw Township Board of Education
Concerning Wage Re-openers for Years
2008-2009 and 2009-2010

The July 1, 2007 through June 30, 2010 collective bargaining agreement between above captioned parties provides for wage re-openers in Article 16 Salary Provisions in the third and fourth year of the agreement and in Article 8, the fourth year. The parties have met, resolved and ratified the following as of March 23, 2009:

ARTICLE 8

TRIP ASSIGNMENTS

F. Down Time. Employees shall be paid the regular hourly rate for driving time, and the following hourly rate for down time:

July 1, 2007	\$10.47 per hour
April 10, 2008	\$10.70 per hour
2008-2009	\$11.50 per hour
2009-2010	\$11.62 per hour

ARTICLE 16

SALARY PROVISIONS

A. Drivers:

2007-2008	\$14.90 per hour
June 30, 2008	\$14.98 per hour
January 15, 2009	\$15.28 per hour

Beginning drivers - fifty (50) cents per hour less for probationary period.

Agreement between Teamsters Local 214
and the Saginaw Township Board of Education
Concerning Wage Re-openers for Years
2008-2009 and 2009-2010

B. Riders:

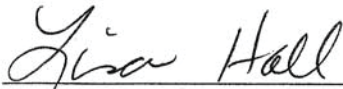
2007-2008	\$ 9.82 per hour
June 30, 2008	\$ 9.87 per hour (subject to future negotiations)
January 15, 2009	\$ 10.07 per hour

Probationary riders - fifty (50) cents per hour less for probationary period.

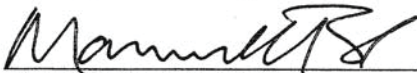
BOARD OF EDUCATION
SAGINAW TOWNSHIP COMMUNITY
SCHOOLS

TEAMSTERS LOCAL UNION NO. 214

Dated: 3/23/09



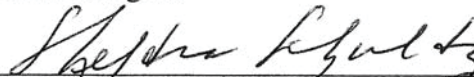
LISA HALL
President



MARIANNE C. BIRD
Secretary



LES BARRETT
Business Agent



SHETRA SCHULTZ
Steward



NINA KWATER
Bargaining Team



PATRICIA DELAVERN
Bargaining Team

MEMORANDUM OF UNDERSTANDING

between

TEAMSTERS LOCAL 214

and

SAGINAW TOWNSHIP BOARD OF EDUCATION

The parties agree to extend all terms of the labor contract cited above, except for those items contained below that will be modified. The extension of the contract will be for a one (1) year period from July 1, 2010 to June 30, 2011.

The contract shall be modified as follows:

1. The current wage rates will remain in effect through June 30, 2011.
2. The duration of the agreement, Article 18, will be extended by changing the termination date to June 30, 2011.
3. All other terms and conditions of the July 1, 2007 through June 20, 2010 collective bargaining agreement will continue through June 30, 2011.

Entered into on the 24th day of January, 2010.

SAGINAW TOWNSHIP

TEAMSTERS LOCAL 214

151
Tony Skowronski, Director
Human Resources & Labor Relations

151
Les Barrett, Business Representative

151
Sheltra Schultz, Steward

BOARD REPORT

May 13, 2013

SUBJECT: BOARD ACTION CONCERNING COLLECTIVE BARGAINING

CURRENT STATUS: For the 2012-2013 fiscal year, the districted wanted labor costs savings totaling nearly \$3 Million. For internal equity, the savings from each bargaining unit/employee group were to be in proportion of that group's salary/wage expense of the district's overall salary expense. Eventually, the labor costs savings from employee groups was to be about \$1.5 million. Through a variety of methods, including, wage reductions, benefit and operational changes most employee bargaining units/groups have resolved their collective bargaining agreements/re-openers which provided that unit's share of savings to the district to total approximately \$1.5 million when all contracts have been resolved.

The Board of Education and Teamsters Local No. 214, representing bus personnel, had a collective bargaining agreement through June 30, 2011. Since then the parties have been negotiating a successor agreement. Over a year following the expiration of the contract, the parties reached a tentative agreement on a successor collective bargaining agreement. The tentative agreement reflected the bargaining unit's portion of the shortfall like other employee groups. That tentative agreement was not ratified by the employees. Following more discussions, the identical agreement with better explanation to the employees was presented in December 2012. Again the tentative agreement was not ratified by the employees. In March 2013, with the assistance of a state mediator the parties met. With the mediator's assistance, the parties arrived at the best agreement for both parties; the original tentative agreement. Again the tentative agreement was not ratified by the employees. The parties had further discussions. Those discussions confirmed that neither party would make their previous offers any better than they had already done. The parties agreed they were at impasse. The union reviewed same tentative agreement with the employees and again the tentative agreement was not ratified by the employees.

RECOMMENDATION: In light of the long negotiations, the parties' agreement that neither has anything else to offer the other party and in order to resolve this matter, I move that the Board of Education implement its last best offer to the bus driver bargaining unit represented by Teamsters Local No. 214 as attached. This implementation concludes all unresolved issues from bargaining, establishes a collective bargaining agreement through June 30, 2014 and provides for an economic reopener for 2013-2014. Such implementation will take effect at the close of business Friday May 17, 2013.

STATEMENT OF PURPOSE: The law has provided public school employees the opportunity for negotiations since 1965. One of the options when the parties are at impasse is for the employer to implement its last best offer on an unresolved issue(s). This represents a fair and equitable contract regarding wages, hours, and working conditions in light of the district's circumstances

BUDGET IMPACT: The budget impact for this is helpful because costs will decrease due to compensation and benefit cost reductions.

DISCUSSION OF OPTIONS: The Board of Education may reject the recommended settlement and direct the administration to go back to the bargaining table.

RATIONALE FOR RECOMMENDATION: The laws in the State of Michigan provide the negotiated collective bargaining agreement as a vehicle for establishing wages, hours and working conditions.

Prepared by: Tony Skowronski
Director of Human Resources and Labor Relations
5/13/2013

Implementation of Last Best Offer

Collective Bargaining Agreement Between Teamsters Local No. 214 and Saginaw Township Community Schools Through June 30, 2014

Teamsters Local No. 214 represents bus drivers employed by Saginaw Township Community Schools. These parties have been bargaining a successor to their collective bargaining agreement ending June 30, 2011. After two tentative agreements were rejected by the bargaining unit, the bargaining teams met with the state appointed mediator, who made a recommendation for resolution. The mediator's recommendation was also rejected. A fourth tentative agreement was also reached and rejected. Given that all of the tentative agreements were nearly identical and the parties are unable to find any alternative agreement, it is clear (and the parties expressed agreement that) there is an impasse. Having weighed its options the district has decided to implement its last best offer which establishes a collective bargaining agreement through June 30, 2014.

1. Unless otherwise modified by the parties' tentative agreements, the terms and conditions of the collective bargaining agreement expiring June 30, 2011 will continue, acknowledging that mutually agreeable language cleanup will occur.
2. Modify Article 4. Assignment and Transfer, by removing and creating a Letter of Understanding from paragraph I (Attachment A). The attachment indicates the modifications to the current language of Paragraph I.
3. Modify Article 4. Assignment and Transfer to read:

A. At least seven (7) calendar days prior to the first day students are scheduled to start attending classes for the school year, the driving and riding routes which have been established by the School District shall be ~~assigned by the Transportation Supervisor consistent as practicable with the employee's prior year's final route. All work performed before the final annual bidding shall be paid at a time allotment of not less than the amount of time assigned to the work by the Transportation Supervisor at the time of the posting, however, the employee shall receive pay for the actual time worked if greater than assigned.~~ **offered and employees will be notified of the time and place for bid.** All driving, riding, noon routes and summer runs will be bid separately **by seniority.**

~~The fall student membership count day bid will occur no later than the fall student membership count day. The routes which have been established by the School District shall be posted and all employees notified as to the time and place where bidding, by seniority, shall take place.~~

~~Routes shall be bid and assigned on a seniority basis. All routes and any revisions thereto, shall be established within the School District's sole discretion. The District may, at its discretion, revise and re-bid routes at any time with five (5) days prior notice to the Union.~~

B. If any routes become route becomes available during after the **October count day** school year, the routes shall be posted on the bulletin board in the bus garage for five (5) working days. ~~Any employee may apply for the positions. The first consideration shall be given to those employees with the most seniority within their respective job classification.~~ A route shall become available for employees to bid if the route **that** increases or decreases by a minimum of eighteen (18) minutes ~~(or 1 ½ hours per week)~~ over a period of **,for at least a three (3) consecutive weeks period shall be posted for bid.** The Employee who succeeds in obtaining the route shall be disqualified from bidding on any other route during the school year unless the new route would involve additional time of at least ~~Only employees whose route shall increase by~~ eighteen (18) minutes **or 1 ½ hours per week shall be eligible to bid. Employees shall only be allowed to rebid in this fashion once per school year.** ~~or the old route was reduced by eighteen (18) minutes or discontinued. Copies of each job posting and names of all bidders for the job posting shall be given to the secretary of the Union~~

C. A newly created transfer or shuttle ~~between facilities~~ **shall be combined with an existing route in the most efficient manner possible. If that is not possible, it shall be offered to the most senior driver in the area and then assigned in the most efficient manner possible.** ~~offered to the most senior employee available in the area. If the transfer increases the route time as discussed in paragraph B above, the route, including the transfer, shall be bid in accordance with paragraph B above.~~

D. If a ~~regular~~ an employee's route is **eliminated, taken by another employee or decreases by a minimum of eighteen (18) minutes (1-1/2 hours per week) over a period of three (3) consecutive weeks, the employee will be eligible for reassignment. To be reassigned when the route decreases, the employee must make a written request to the supervisor within 5 work days of eligibility. The employee will be re-assigned (bump) to a regular route held by the employee in the same classification with the least seniority and having a total run time closest to, but not exceeding the total run time lost. The displaced (bumped) employee will be re-assigned to the route formerly held by the employee who displaced him/her. The displaced (bumped) employee may subsequently displace a lower seniority employee subject to the above provisions, i.e., If the bumped employee's re-assigned route time is a decrease by a minimum of eighteen (18) minutes (1-1/2 hours per week), the employee will be reassigned in a similar manner.** ~~lost due to an increase, reduction or elimination, the employee who lost his/her route shall be assigned (bump) to a regular route held by the driver or rider with the least seniority and having a total run time close to, but not exceeding the total run time lost. The displaced (bumped) employee shall take the place of the bumping employee. The displaced (bumped) employee may subsequently displace a lower seniority employee subject to the above provisions.~~

E. If, in the event of an emergency, a bus driver is used as a bus rider, the driver shall be paid regular driver wages.

F. Each employee shall be required to perform a ten (10) minute paid pre-trip inspection prior to the beginning of each route. Drivers shall be required to perform a fifteen (15) minute paid pre-trip inspection prior to the beginning of each route for the months of December, January, and February.

~~G. A substitute driver shall be a qualified driver who has not been assigned a regular route. A substitute rider shall be a qualified rider who has not been assigned a regular route.~~ H. When the district is notified that an employee will be off for thirty (30) or more calendar days, his/her run shall be put up for bid for the duration of the absence. The most senior employee bidding on the run shall be awarded the work. That employee's run shall then be put up for bid. If that run is bid on by a regular employee, that driver's run (which would be the third vacancy) shall be assigned to a substitute driver. Noon runs will be assigned to the next senior available driver for the duration of the absence.

~~I. The present two (2) hour guarantee will be effective for those drivers presently employed as a regular driver or rider as long as they remain employed in this system. This two (2) hour guarantee shall include two (2) hours work and wages, including ten (10) minutes for pre-trip inspection shall be paid each time required to report to work. If a regular route runs more than two (2) hours, the employee will be paid actual time worked. This two (2) hour guarantee shall apply to actual driving time only. Excluded from this two (2) hour guarantee is non-driving work, by way of example, but not limitation (training, meetings, etc.).~~

~~I~~ H. Whenever the District determines that a rider has successfully completed the requirements as established by the District becomes a District driver, and such determination is made after annual bidding is completed, the new driver cannot immediately bump other regular drivers, but can bid on regular assignments that become available through the posting procedures. Riders who are promoted to the driver classification shall convert their rider's seniority, but shall forfeit all rider's seniority for all purposes under this agreement with the exception of layoff. A driver or a rider shall not work within another classification unless directed by the District in which case the higher rate of pay for actual work performed will be paid.

4. Modify paragraphs B and C in Article 5, Seniority, to read:

B. Seniority shall be granted either as a driver, ~~both regular and substitute~~, or a rider, as of the first day worked after completion of the probationary period.

C. When an Employee acquires seniority, his/her name shall be placed on the seniority list. The seniority list will show the names and job classification of all Employees entitled to seniority. **The seniority list is set forth in Appendix A.**

5. Modify Article 8, Trip Assignments as follows:

A. All trip assignments (field trips, extra trips) shall be determined by the District, and shall be defined as any driving assignment other than a scheduled route. Trip assignment hours shall not be counted towards benefit eligibility.

Through the second Friday of the school year, Employees will be eligible to bid for those trips that do not interfere with their regular routes. During this time (through the second Friday), the Employer, in its sole discretion, may assign field trips to substitute drivers if there is not a sufficient number of Employees eligible to bid.

B. No Employee's hours worked shall exceed forty (40) hours in a consecutive seven (7) day period. Drivers shall be guaranteed a minimum of two (2) hours driving time for each trip assignment, except no employee will be allowed to earn double pay for the same time period. If any driver selects a trip that would result in double pay, the driving time for the trip will be reduced by the amount of time that would result in double payment.

If during any consecutive two week period, regular drivers' routes are not covered, management reserves the right to temporarily suspend the awarding of field trips to regular drivers that take place during the time scheduled as the regular driver's route.

C. Field trips shall be posted every ~~two~~ **week** on **Monday (or as soon as possible on holiday** weeks and are posted for three (3) work days. Employees shall make their selection from the list). **Weekly bids shall occur every Wednesday at 9:00 a.m. for the following week** on a rotating seniority basis. ~~no later than Wednesday before nine o'clock a.m.~~

The first field trip list of the school year shall be posted a minimum of five (5) days prior to the first day of school. Employees shall bid on the field trips based on seniority with the most senior employee making the first selection.

All bidding for the remainder of the year shall be based on a continued rotation of the seniority list. Each opportunity for bidding shall begin at the point on the list where the selection process left off at the previous opportunity to bid.

If additional trips become available prior to the next bidding opportunity, those trips are offered to the next employee on the list in rotating seniority order.

Each employee shall be permitted one time during a semester to have another employee make the selection on his/her behalf from the trip board when the employee's turn comes up and the employee is not available to make the selection. An employee who cannot attend the field trip selection meeting because he or she is on a driving assignment or on jury duty shall be allowed to have another employee make his or her selection and it will not count as the once per semester selection option.

D. Once the driver accepts the trip assignment, the driver will be required to perform the duties. ~~If a legitimate reason, acceptable to the District, is given, then the driver may be excused from driving an accepted trip assignment, but will be treated for trip selection purposes as though the trip assignment was worked.~~ If the driver does

not work the accepted trip assignment, ~~and the legitimate reason, acceptable to the District, has not been provided,~~ the driver shall not be eligible for trip assignments for a period not to exceed ninety (90) days. Drivers who are unable to fill an extra trip assignment due to absence resulting from being on leave (paid or unpaid) shall have their position in the trip selection rotation maintained as if they accepted a trip. Trips not selected by drivers will be offered to substitutes. If trips still remain, regular drivers, if eligible, will be assigned trips based upon seniority. The least senior drivers being assigned first. If a driver refuses trip assignments more than two (2) times in a semester, then he/she shall be disqualified from trip assignment eligibility for the remainder of the school year.

If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

F. Down Time. Employees shall be paid the regular hourly rate for driving time, and the following hourly rate for down time:

July 1, 2007	\$10.47 per hour
April 10, 2008	\$10.70 per hour
2008-2009	\$11.50 per hour
2009-2010	wage re-opener
2011-2012	\$11.62 per hour
2012-2013	\$11.62 per hour
2013-2014	wage re-opener

Down time to be determined by the Supervisor. If a trip assignment lasts more than (1) day, the normal day will be considered 8-5 and the wages will be paid only for those hours. Total hours will be determined by the Transportation Supervisor. The driver will be paid for total number of hours on the trip assignment and shall be responsible for the bus at all times. Unless directed otherwise by the trip supervisor (**e.g., the Coach, Advisor**), the driver and bus will be required to stay at the site of the trip. The trip supervisor shall be identified and communicated to the driver in advance of the trip. For the purpose of driver's meals, the driver and bus may be away from the site for a period not to exceed one (1) hours per earned meal.

G. Adequate arrangements shall be made with drivers for anticipated expenses such as parking fees, toll fees, additional gas, and hotel, motel accommodations, as well as unexpected expenses which may be incurred, such as repair bills. Drivers shall sign a prepared voucher for funds and return any unused portion thereof and/or receipts for expenses incurred upon completion of trip assignment.

H. Trips shall be considered as taking students to an activity and returning students from that activity. The employee may be required to report back to the bus garage in-between the two portions of the trip, drop-off and return, and shall not receive down-time pay when reporting back to the bus garage in-between the two portions of the trip.

6. Modify Article 9, Grievance Procedure to read:

- K. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. **During the fourteen (14) days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within eighteen (18) days thereafter, the party submitting the grievance will submit a demand to the Federal Mediation and Conciliation Service.** The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Services.

7. Modify Article 11, Other Authorized Leaves, A to read

Funeral Days. The Employee shall be allowed three (3) days of absence, and any additional days approved by the Administrator without loss of pay or sick leave ~~in the event~~ **to make arrangements and/or attend the appropriate service (e.g., funeral, memorial service) due to the of** death of a member of the immediate family. If additional days are needed, these days may be taken **and will be charged to available personal days or be** without pay **as determined by the employee.** Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the Employee's home. **Proof of relationship and attendance may be required.**

Remainder of the article is unchanged (B-F).

8. Modify Article 16, Salary Provisions to read:

A. Drivers:

2011-2012	\$ 15.28 per hour
2012-2013*	\$ 15.28 per hour
2013-2014	Wage re-opener

Beginning drivers - fifty (50) cents per hour less for probationary period.

B. Riders:

2011-2012	\$ 10.07 per hour
2012-2013	\$ 10.07 per hour
2013-2014	Wage re-opener

Probationary riders - fifty (50) cents per hour less for probationary period.

9. Article 17, Miscellaneous, delete Paragraph F, language on fingerprinting, which is no longer needed. Current F reads:

As a condition of employment, state law requires that Employees hired prior to December 1, 2006 be fingerprinted by June 30, 2008. The Employer will provide such employees an opportunity to be fingerprinted without cost sometime prior to June 30, 2008. Employees will be notified in advance of these opportunities. The employer will not be required to provide this service for employees who fail to use these opportunities

Current Paragraph G will be relabeled as F.

10. Modify Article 3 as attached, after adjustment for law on changes in the collection of dues by schools.
11. The following reductions will be in place for the contract year July 1, 2012 through June 30, 2013 and not thereafter, unless otherwise negotiated:
 - a. **Holidays, Article 12, employees will not be paid for three holidays. Overpayments will be recovered. The three holidays are:**
 - i. **Friday after Thanksgiving**
 - ii. **Good Friday**
 - iii. **Memorial Day.**
 - b. **Sick Leave, Article 10, employees will be credited for 6 sick days rather than 9; if there are insufficient days available at the time of settlement, the insufficiency will be taken from the 2013-2014 crediting.**
 - c. **Forgo the payment for 2 hours of training that was to occur this contract year to correct the alleged contract violation from the 2011-2012 school year.**

12. Modify Article 18, Duration of Agreement, to reflect a three year agreement

This Agreement shall be effective as of July 1, 2011, and shall continue in full force and effect until June 30, 2014, subject to the economic re-opener for July 1, 2013-June 30, 2014. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

13. The union withdraws the three grievances pending arbitration which will not be arbitrated by either party. These grievances are:
 - a. Failure to post 9-12-2011
 - b. Pay before bid 9-27-2011
 - c. Route revision 9-29-2011

APPENDIX A

DRIVER SENIORITY LIST AS OF April 30, 2013

Debra Brown	11-07-83
Deborah Konecny	10-29-86
Judy Gries	03-19-87
Jacqueline Bovee	10-04-87
Pat DeLavern	11-04-88
Marie Brown	04-23-91
Jodi Palmer	04-12-94
Sheltra Schultz	11-08-94
Nina Kwater	06-17-98
Woody Whitman	03-06-03
Lori Hafner	10-15-07
George Emerick	04-12-12 drew #1
Hugh Betz	04-12-12 drew #2
Frank Hussle	11-02-12 drew #1
Frank Johnson	11-02-12 drew #2
Brian Harden	03-13-2013
William Long	03-27-2013

Letter of Understanding
between
Teamsters Local No. 214
and
Saginaw Township Community Schools

Re: Two Hour Run Guarantee

At one time, bus drivers were guaranteed that a run would be at least two (2) hours long or they would be paid for two hours of work. Later that guarantee was deleted from the collective bargaining agreement for new hires. Presently there is only one employee left who is eligible for the guarantee. To insure that employee is treated properly the parties hereby agree as follows.

~~The present two (2) hour guarantee will be effective for those drivers presently employed as a regular driver or rider as long as they remain employed in this system~~ **As long as Debra Brown remains employed as a regular driver or rider, she will be entitled to the two (2) hour guarantee.** This two (2) hour guarantee shall include two (2) hours work and wages, including ten (10) minutes for pre-trip inspection shall be paid each time **she is** required to report to work. If a regular route runs more than two (2) hours, the employee will be paid actual time worked. This two (2) hour guarantee shall apply to actual driving time only. Excluded from this two (2) hour guarantee is non-driving work, by way of example, but not limitation (training, meetings, etc.).

This Letter of Understanding applies only to Debra Brown. When Debra Brown is no longer employee as a regular driver or rider, this Letter of Understanding will be removed from the collective bargaining agreement.

ARTICLE 3

UNION RIGHTS

A. Employees shall be entitled to full rights and citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. **Employees may choose to join and pay dues to the Union, or not join the union. No matter the choice, the Union is the exclusive representative of all employees covered by this collective bargaining agreement. Each choice has rights and responsibilities.** The private and personal life of any Employee is not within appropriate concern or attention of the Board, unless such activities adversely affect the Employee's efficiency or performance. **Employees covered by this agreement shall have the right to join or assist the union and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. Employees may also refrain from such activities and no one shall force or compel an employee to do any of the following:**

- 1. Become or remain a member of the union or otherwise affiliate with or financially support the union;**
- 2. Refrain from joining the union or otherwise affiliating with or financially supporting the union.**
- 3. Require support or payment to any third party an amount that is in lieu of union dues, fees assessments or other charges required of union members.**

B. Any Employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union. The Union shall furnish the Board with a complete list of all Employees each year requesting payroll deductions for dues at the beginning of each school year. **No employee shall be required to sign an authorization or assignment regarding union dues that does not comply with Michigan's Freedom to Work law. No dues authorization and assignment shall require an employee to do any of the following:**

- 1. Become or remain a member of the union or otherwise affiliate with or financially support the union unless such choice is a completely knowing and voluntary;**
- 2. Refrain from joining the union or otherwise affiliating with or financially supporting the union.**
- 3. Require support or payment to any third party an amount that is in lieu of union dues, fees assessments or other charges required of union members.**

C. ~~Any Employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of their duties, shall as a condition of employment~~ **may request to pay a service fee to the Union in an**

amount determined by the Union in accordance with its policies and procedures regarding objections to political ideological expenditures, not to exceed the regular dues.

D. ~~The Union may give written notice to the Employer if an Employee fails to pay either the membership dues (Article 3 B) or the service fee (Article 3 C). Within (5) work days of receiving such notice, the Employer shall notify said Employee that the service fee will be deducted from the pays remaining for dues payroll deduction.~~ **An employee may request that dues or service fee deductions cease. The employer will do so to as soon as it can, given the timing of the request. SUCH CESSATION, MAY OR MAY NOT FULFILL THE EMPLOYEE'S OBLIGATION TO THE UNION. Provided however,** the Union may give written notice to the Employer if an Employee fails to pay ~~either the membership dues (Article 3 B). or the service fee (Article 3 C).~~ Within (5) work days of receiving such notice, **upon verification of the claim,** the Employer shall notify said Employee that the ~~service fee~~ **money owed** will be deducted from the pays remaining for dues payroll deduction **provided the dues authorization and assignment complies with Michigan's Freedom to Work law and the provisions of this agreement.**

E. The Union shall present the Board with a certified check off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.

F. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article. If any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

G. Any Employee called into an office where discipline is contemplated, shall have the right to ask for Union representation. The employee shall be told prior to the meeting that the call to the office is disciplinary in nature. If the employee requests Union representation, the meeting shall be rescheduled to a time when the Union representative is present.

**2013-2014 Economic Re-opener Settlement
Teamsters Local No. 214, Transportation Employees
and
Saginaw Township Community Schools**

The collective bargaining agreement expiring June 30, 2014 between Teamsters Local No. 214, representing transportation department employees, and the Saginaw Township Community Schools contains an economic re-opener for 2013-2014. Effective November 25, 2013, the re-opener has been resolved and ratified. It provides:

1. Article 7, Emergency School Closings, provides pay on the first two days when schools are closed during a school year and the state does not require the time to be made up. There will not be any such pay for 2013-2014. If there are not two such unpaid days in the 2013-2014, then the next days that are to be paid after July 1, 2014, will not be paid until there has been a total of 2 unpaid days since July 1, 2013 for Emergency School Closings.
2. For the two missed days of pay in Paragraph 1 above, employees may receive pay and have it be charged against their personal days. If employee has insufficient personal time for this, the time can be "borrowed" against future allotments. In such cases the employee will have borrowed days deducted from future allotments until it is repaid. If the employee leaves the district before having the time deducted from future allotments, the payment for such days will be deducted from the employee's last check. If the final check is insufficient to repay the advanced days, the employee will be responsible to repay the district within two weeks of when the final check would have been received.
3. Paragraph C, of Article 12, Holidays, is deleted and its training provisions of are moved and incorporated into Article 17, Miscellaneous, Paragraph E. The contract is modified so that Article 17, Miscellaneous, Paragraph E reads in its entirety:

The employer will provide training when warranted. Employees will be required to attend district provided training. Such training time will be paid.

4. The following reductions will be in place for the contract year July 1, 2013 through June 30, 2013 and not thereafter, unless otherwise negotiated:
 - a. Holidays, Article 12, employees will not be paid for two holiday. The two holidays are:
 - i. Friday after Thanksgiving
 - ii. Memorial Day.
 - b. Article 11, Other Authorized Leaves, C. Personal Days provides for two personal days per year. For 2013-2014, employees will only receive one personal day. Employees may carry one unused personal day forward to 2014-2015.

BOARD REPORT
APRIL 22, 2019

SUBJECT: RATIFICATION OF SUCCESSOR AGREEMENT WITH SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M BUS DRIVERS AND RIDERS

CURRENT STATUS: The Board of Education had a collective bargaining agreement through June 30, 2014 with its bus drivers and riders. Thereafter the employees selected SEIU Local 517M as their representative. Discussions with their union have resulted in a tentative agreement for a successor agreement through June 30, 2020. The union ratified the Tentative Agreement on April 15, 2019.

RECOMMENDATION: I move that the Board of Education ratify the attached tentative agreement with the Service Employees International Union Local 517M representing the bus drivers and riders for a successor collective bargaining agreement through June 30, 2020.

STATEMENT OF PURPOSE: Public law provides the opportunity for negotiations with school employees since 1965. This represents a fair and equitable resolution in light of the district's financial condition.

BUDGET IMPACT: The expired agreement and this agreement account for the district's fiscal situation.

DISCUSSION OF OPTIONS: The Board of Education may reject the recommended settlement and direct the administration to go back to the bargaining table. If this action was followed, we may be accused of an unfair labor practice.

RATIONALE FOR RECOMMENDATION: The laws in the State of Michigan provide the negotiated contract as a vehicle for establishing wages, hours and working conditions.

Prepared by: Tony Skowronski
Director of Human Resources and Labor Relations
4-16-2019
/kmp

Tentative Agreement
between
Service Employees International Union Local 517M
Bus Driver and Riders
and
Saginaw Township Community Schools
Successor to the Collective Bargaining Agreement Expiring June 30, 2014

The bargaining teams representing the Saginaw Township Bus Drivers and Riders, SEIU Local 517M and Saginaw Township Community Schools have been negotiating the successor to the collective bargaining agreement, that expired June 30, 2014. The teams reached tentative agreement on the successor and hereby unanimously recommends ratification of the following:

1. Unless otherwise modified by the parties' tentative agreements, the terms and conditions of the collective bargaining agreement expiring June 30, 2014 will continue through June 30, 2020.
2. Modify Article 8, Trip Assignments, Section D to read as in the attached. The remainder of the article is unchanged from the present contract, i.e. Sections A, B, C, E, F, G, H.
3. Modify Article 9, Grievance Procedure as Attached
4. Modify Article 15, Insurance, Section I as attached.
5. Modify Article 16, Salary Provisions as attached.
6. Add new Letter of Understanding concerning PERA requirements relative to Local Financial Stability and Choice Act as attached.
7. Consistent with the terms of the Letter of Understanding concerning the Two Hour Run Guarantee, that Letter of Understanding will not be in the new collective bargaining agreement.

ARTICLE 8

TRIP ASSIGNMENTS

ARTICLE 8

TRIP ASSIGNMENTS

- A. No change
- B. No change
- C. No change
- D. Once the driver accepts the trip assignment, the driver will be required to perform the duties. ***The second time within a semester a driver cannot drive an assigned trip, the driver is disqualified from trip assignment eligibility until the following semester (drivers disqualified in the second semester are not eligible for summer trips).*** ~~If the driver does not work the accepted trip assignment, the driver shall not be eligible for trip assignments for a period not to exceed ninety (90) days.~~

Drivers who are unable to fill an extra trip assignment due to absence resulting from being on leave (paid or unpaid) shall have their position in the trip selection rotation maintained as if they accepted a trip. Trips not selected by drivers will be offered to substitutes. If trips still remain, regular drivers, if eligible, will be assigned trips based upon seniority. The least senior drivers being assigned first. ~~If a driver refuses trip assignments more than two (2) times in a semester, then he/she shall be disqualified from trip assignment eligibility for the remainder of the school year.~~

If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

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If the trip assignment is canceled and the Employee has already arrived at the bus depot, the Employee shall be paid one (1) hour straight-time driving wages.

- E. Down Time. No Change
- F. No change
- G. No change
- H. No change

ARTICLE 9

GRIEVANCE PROCEDURE

- A. **Definition.** A grievance shall mean a complaint by an employee in the bargaining unit that has been to him/her a violation, misinterpretation, misapplication or inequitable application of a specific provision(s) of this Agreement, except that the term “grievance” shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term “employee” may mean a group of employees having the same grievance.

- B. **Grievance Procedure Steps.**

Step 1. Discussion with Immediate Supervisor. The employee who feels that he/she has a grievance should first take the matter up verbally with the Immediate Supervisor within ten (10) working days following the act or condition which is the basis of the employee’s grievance, who will attempt to resolve it with the employee.

Step 2. Written Grievance to the Immediate Supervisor. If this fails to resolve the grievance, the employee shall submit the grievance in writing, within thirty (30) working days, specifying the section of the contract alleged to be violated, the event that caused the alleged violation, the alleged violation, and the remedy sought.

Within five (5) working days of receipt of the written grievance, the Immediate Supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the employee may appear personally or may be represented by a Union representative, or both. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

~~Within five (5) working days after such conference, or longer if mutually agreed to, the Immediate Supervisor shall answer such grievance in writing. If the Immediate Supervisor fails to answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure.~~

Step 3. Director of Human Resources. If the grievance is not resolved at Step 2, within seven (7) working days of when the Step 2 answer was due, the union may submit the written grievance to the Director of Human Resources, or his/her designee.

~~If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Immediate Supervisor's decision will be final.~~

~~If the Union does not accept the Immediate Supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to was given, the Superintendent within five (5) working days from the date of receipt of the Immediate Supervisor's written decision grievance shall be considered denied.~~

Within ten (10) working days of receipt of the written appeal, the Superintendent Director of Human Resources, or a designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may be scheduled by the Administration during regular working hours, without loss of pay to the grievant. Conferences shall not be scheduled at a time that would result in a disruption of normal school routine and duties.

Within ten (10) working days after the conference, or longer if mutually agreed to, the Superintendent Director of Human Resources, or a designated representative, shall answer such the grievance in writing. If the Superintendent Director or his/her designee does not answer the grievance in writing within the time limits specified herein, the grievance shall be automatically advanced to the next level of the Grievance Procedure considered denied. Such answer shall be final and binding unless appealed to the next step.

Step 4. Arbitration. If the grievance is not resolved at Step 3, within ~~60~~ten (10) working days from the date of the Superintendent's written decision. If the grievance is not settled at receipt of the Step 3 answer, or if no answer is received, within twenty (20) working days of when the answer was due, the preceding step, it grievance may be submitted to binding arbitration at the election of either party: by written notice of the intent to arbitrate to the other party. The notice must clearly indicate the specific nature of the dispute to be arbitrated, including which grievance is to be arbitrated and affected grievant(s). During the fourteen (14) working days following receipt of such notice, the parties will try to mutually agree to an arbitrator. If they are unable to agree during that time, within eighteen (18) days thereafter, the party submitting the grievance will submit a demand to the Federal Mediation and Conciliation Service. The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Services: requesting a random panel. The parties will try to mutually agree to an arbitrator. Up to two additional random panels will be requested by the parties if no arbitrator is selected. Thereafter if an arbitrator has not been selected, the parties will jointly request that FMCS make a direct appointment of an arbitrator using priority ranking.

- C. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of clear and unambiguous written terms of this Agreement. The decision of the arbitrator made in accordance with the provisions of this agreement shall be final and binding upon all parties, including the employer, the union and all employees. Unless otherwise agreed by the parties, the arbitrator will hear and decide issues of arbitrability prior to hearing the merits of the grievance. If the arbitrator finds the grievance arbitral, another hearing date will be selected when the arbitrator will then hear and decide the merits of the grievance. The parties may agree to have the arbitrator hear both the arbitrability and the merits of the case at the same hearing, with the arbitrator deciding arbitrability before considering the merits when making the decision.
- D. Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.
- E. The fees and expenses of the third party impartial arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid for by the party incurring them.
- F. The term “days” when used in this Article shall mean work days or, during the summer months, days when the Administration office of the Board is open for business.
- G. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.
- H. A grievance involving three (3) or more employees may be filed as a class grievance. A class grievance must comply with the requirements of a written grievance listed in Step 2. Grievances filed as class grievances shall be initiated at ~~the Superintendent level~~Step 3 of the Grievance Procedure. The ~~Superintendent~~ Director of Human Resources shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.
- I. All time limits and/or steps may be waived by mutual consent of both parties providing such consent is in writing.

J. Any grievance not appealed at any Step of this procedure within the timelines shall be considered settled as answered in the previous step. If no answer was given, the grievance shall be considered denied.

I.

**ARTICLE 15
INSURANCE**

I. Prior to ratification of this agreement, for the 2018-2019 School Year, for the Community Blue Plan, the employee paid monthly rates were:

Single-\$199.92
Two-person-\$493.41
Family-\$640.75

Without accounting any for any requirements of Article 15, Paragraph G Health Care Cost Sharing, beginning the first premium month following ratification and thereafter, for the Community Blue Plan, the employee paid monthly rates will be:

Single -\$66.00
Two-person -\$172.00
Family - \$239.00

If additional employee contributions are required to remain compliant with the law (e.g., PA 152 of 2011), the parties will first review other possible options. Such review in no way limits the Employer's ability to make changes as allowed or required by PA 152 of 2011 and/or the Public Employment Relations Act, PA 336 of 1947 as amended.

~~Upon the implementation of the Community Blue Plan, the employee paid monthly rates will change as follows:~~

~~Single will go from \$92.08 to \$66.00~~
~~Two person will go from \$227.28 to \$172.00~~
~~Family will go from \$304.66 to \$239.00~~

**ARTICLE 16
SALARY PROVISIONS**

A. Drivers:

2011-2012 _____ \$ 15.28 per hour
2012-2013* _____ \$ 15.28 per hour
2013-2014 **2019 ratification** \$ 15.28 per hour

Payroll period post ratification April 2019 \$ 15.50 per hour

Beginning drivers - fifty (50) cents per hour less for probationary period.

B. Riders:

2011-2012	\$ 10.07 per hour		
2012-2013	\$ 10.07 per hour		
2013-2014-2019	April ratification	Wage re-opener	\$ 10.07 per hour
	Payroll period post ratification		\$ 10.25 per hour

Probationary riders - fifty (50) cents per hour less for probationary period.

**Letter of Understanding
between
Local 517M, Service Employees International Union
and
Saginaw Township Community Schools**

Concerning a Provision Required by the Public Employment Relations Act
Relative to the Local Financial Stability and Choice Act, Replacing
The Local Government and School District Fiscal Accountability Act

Pursuant to the Public Employment Relations Act, (MCL 423.201-423.217), herein after “PERA,” Local 517M, Service Employees International Union, herein after “Union,” has been selected as the bargaining representative for certain employees employed by Saginaw Township Community Schools, herein after “Employer.” The parties hereby agree that the following provision applies to this collective bargaining agreement:

1. Power of Emergency Financial Manager: As required by Public Act 9 of the Public Acts of 2011 and unless otherwise repealed or modified by the legislature, an emergency manager appointed pursuant to and in accordance with the Local Financial Stability and Choice Act, Public Act 436 of 2012, replacing the Local Government and School District Fiscal Accountability Act, Public Act 4 of 2011, may reject, modify, or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act and only to the extent provided by law and further only to the extent all substantive and procedural requirements of the statute have been fulfilled. This agreement is not intended to waive any procedural, substantive and/or constitutional defenses to the application of the statute or any rules promulgated under the statute.
2. This agreement is without precedent to any other matter

Attachment to April 22, 2019 Board Report
Ratification of Successor Agreement with SEIU Local 517M Bus Drivers and Riders

Dated: _____

Saginaw Township Community Schools

Local 517M, Service Employees
International Union
