

**AGREEMENT**

**BETWEEN**

**MEMPHIS BOARD OF EDUCATION**

**AND THE**

**MEMPHIS BUS DRIVERS**

**CHAPTER OF LOCAL #1840**  
**AFFILIATED WITH COUNCIL No 25**

**AFSCME**

**2010-2013**

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## **AGREEMENT**

This Agreement entered into on the **26<sup>th</sup> day of April, 2010**, between the Memphis Board of Education (hereinafter referred to as the “Employer”) and Memphis Bus Drivers Chapter of Local #1840 affiliated with Council No. 25. AFSCME, AFL-CIO (hereinafter referred to as the “Union”).

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

## **PURPOSE AND INTENT**

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

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

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

## **MANAGEMENT RIGHTS**

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

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

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

## **1. RECOGNITION – EMPLOYEES COVERED**

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

## **2. AID TO THE UNIONS**

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

## **3. UNION SECURITY – REQUIREMENT OF UNION MEMBERSHIP**

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

## **4. UNION DUES AND INITIATION FEES**

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

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

**AUTHORIZATION FOR PAYROLL DEDUCTION**

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

**BY** \_\_\_\_\_

<b>Last Name (Print)</b>	<b>First Name</b>	<b>Middle Name</b>

**TO** \_\_\_\_\_

<b>Employer</b>	<b>Department</b>

\_\_\_\_\_

**Date to start deduction**

\_\_\_\_\_

**Employee Signature**

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

**5. UNION REPRESENTATION**

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

**6. UNION BULLETIN BOARDS**

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

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

## **7. SPECIAL CONFERENCES**

- (A) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 8:30 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or representative of the International Union.
- (B) The Union representative may meet at a place designated by the Employer on the Employer's property, for at least one-half (1/2) hour immediately preceding the conference, with the representatives of the Employer for which a written request has been made.

## **8. GRIEVANCE PROCEDURE – TIME OF ANSWERS**

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

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

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

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

### **Step I**

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

### **Step II**

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

### **Step III**

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

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

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

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

If the panel is unable to resolve the grievance within thirty (30) working days after the first meeting, the Union may move the grievance to Step IV by notice of intent presented to the Superintendent. Notice must be submitted within five (5) working days of the expiration of the thirty (30) working day period.

#### **Step IV**

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

### **9. COMPUTATION OF BACK WAGES**

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

### **10. DISCHARGE/SUSPENSION/REPRIMANDS**

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

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

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

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

property. Upon request, the Employer or designee will discuss the disciplinary action with the Employee and Union representative.

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

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

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

**Bus Driver – CDL License:** Bus drivers must meet all requirements to obtain and maintain their commercial driver's license. This is a condition of continued employment with the Memphis Community Schools. Candidates for the commercial driver's license shall apply for such license not less than 30 working days before the expiration of the license. If a driver has not applied within ten (10) working days of the expiration of their CDL, they may be subject to a written reprimand. Any bus driver, who does not obtain the CDL, will be discharged. Such discharge is subject to the grievance procedure.

## **11. SENIORITY**

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

### **SENIORITY LISTS**

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



## **LOSS OF SENIORITY**

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

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

## **SENIORITY OF STEWARDS AND OFFICERS**

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

## **12. SUPPLEMENTAL AGREEMENTS**

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

## **13. LAY-OFF DEFINED**

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

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

## **14. RECALL PROCEDURE**

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

## **15. TRANSFERS**

### **VACANCIES WITHIN BARGAINING UNIT**

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

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

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

### **VACANCIES OUTSIDE THE BARGAINING UNION**

(A) The Employer will post job openings that occur within the Memphis Community Schools and all notices of all school elections on the bus driver bulletin board.

(B) An employee promoted or transferred from a classification in the bargaining unit to another position under the employer shall retain their seniority during their probationary period in the new position. Bargaining unit seniority shall terminate upon completion of the employee's probationary period or upon separation from employment, which is not reversed. During the probationary period, if the employee does not qualify or does not desire to continue in that position, they may return to their former position providing they meet all bus driver qualifications.

## **16. LEAVES OF ABSENCE WITHOUT PAY**

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

(B) Leaves of absence under the Family and Medical Leave Act of 1993 will be granted for up to 12 weeks of unpaid, job protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. (Procedures for eligible employees can be obtained through Central Office)

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

## **17. SICK LEAVE**

(A) All members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed ten (10) days per year, 150 days accumulation. Two (2) days per year may be used for personal business. Members will be paid at their current hourly rate of pay for any accumulated days over and above the 150 day accumulation, at the end of each fiscal year. An employee while on sick leave or pregnancy leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

- (B) If an employee uses all accumulated sick leave days, and due to illness, must be docked, he/she will be reimbursed at the end of the school year with any additionally earned unused days.
- (C) Five (5) of the above sick leave days may be used for illness in the immediate family. On the 4<sup>th</sup> and 5<sup>th</sup> day, a doctor's slip shall be furnished. Days need not be consecutive.
- (D) Any employee who terminates their employment after ten (10) years seniority shall receive 75% of the sick leave days accumulated (up to maximum of 120 days) at a rate of their last assignment, except in cases of discharge when the discharge is not reversed through the grievance procedure. Any employee who retires under the Michigan Retirement System, after ten (10) years seniority shall receive 100% of the sick leave days at the current probationary driver rate of their last assignment (up to maximum of 120 days). In the event of the death of an employee, the spouse or the employee's child(ren) shall receive pay of one hundred percent (100%) of the accumulated sick leave, up to one hundred twenty (120) days, at the employee's current rate of pay.

## **18. FUNERAL LEAVE**

Five (5) days per occurrence for a death in the immediate family. Any additional days needed for death in the immediate family will come from the personal leave days. (Note: family is defined as parents, siblings, grandparents, children, grandchildren, spouse, parents-in-law, step family (as defined above) and individuals for whom you have legal guardianship.)

Leave begins the day following the death. The next five days are five week days in which business could be conducted. (Monday – Friday) It excludes holidays and weekends.

If the death occurs after the last employee day in any vacation period, or before five days prior to return, the employee is not entitled to five work days for death in the immediate family. If a death occurs less than five days prior to return, the days will be pro-rated. (this clause does not intend to disqualify employee's from bereavement time, but serves to clarify acceptable use of paid bereavement time)

## **19. PERSONAL BUSINESS DAYS**

All transportation employees shall be allowed two (2) days as personal days. Personal days shall be used before days without pay are granted. Personal days shall not be granted for the first or last day of school, nor on the first working day preceding or the first day following, a vacation or holiday period, with the following exception:

The driver produces in advance, evidence of a court appearance or an emergency approved by the Superintendent or designee.

Personal Days are to be requested at least three (3) days in advance, the Transportation Supervisor shall approve, or deny the request within 48 hours of the request, based upon availability of a qualified sub driver.

Any unused personal days will be rolled into a person's sick leave accrual.

Employees hired during the school year, will have all leave days and holidays pro-rated accordingly. (This includes personal and vacation days)

## **20. VACATION**

Each employee shall receive ten (10) vacation days per year. Vacation may be granted, not to exceed ten (10) working days during the school year, by submitting a written request to the Central Office at least thirty (30) days in advance for ten (10) day leave, at least fifteen (15) days in advance for five (5) or more, and at least seven (7) days in advance for anything under five (5) days. Central Office will respond in writing, as soon as possible, but not later than ten (10) days

from the request when it is for more than five (5) days. Employees will be considered by their seniority status. Vacations will be considered on a first come first serve basis (paperwork submitted). No more than one (1) employee will be granted leave at any given time during the school year, unless qualified subs are available. In addition, employees who have accumulated vacation time must use the vacation time before being granted “No Pay Days”. Unused vacation pay shall be paid, at the rate of the average of hours that are driven, at the end of the school year.

**21. HOLIDAYS**

Employees shall be paid for the following holidays at the amount of time the employee is working when the holiday falls: (1) January 1<sup>st</sup>, (2) Good Friday, (3) Memorial Day, (4) Labor Day, (5) Thanksgiving, (6) Friday following Thanksgiving Day, (7) December 24<sup>th</sup>, (8) December 25<sup>th</sup>, (9) December 31<sup>st</sup>.

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

**22. ACT OF GOD DAYS**

In the event that school is canceled due to an “Act of God”, bus drivers will not be required to report for work and shall be paid for their regular run(s) hours. If school is canceled for more than the state allowed maximum of time, and days/hours need to be made up to meet state requirements for student instructional hours, employees will be paid for those days/hours if and when they are made up.

**23. JURY DUTY**

An employee called for jury duty shall be compensated by the employer for the difference between what he/she received for such duty and what he/she would have been paid had he/she worked. Employer may require such proof as it deems necessary to establish that said employee has been selected for such duty and has served in such capacity. If selected for jury duty, said employee shall be expected to report for his/her regular run(s) if jury service does not unreasonably interfere with working hours.

Employees subpoenaed to court, when it involves school-related matters only, shall receive regular pay, less the witness fee.

**24. HOSPITALIZATION MEDICAL COVERAGE**

Health Insurance – The Board will provide MESSA Choices insurance at the single subscriber rate per month for twelve (12) months, per employee. The Board will have the discretion of changing back to the Community Blue 2 plan during the annual enrollment period, only after discussion with AFSCME Negotiating Team has taken place in order to discuss options. The Unit would have the option of paying 50% of the difference between Community Blue 2 and Community Blue 1 as stipulated in the 2000-2003 contract.

Only employees currently employed as of 2004-2005 will be grandfathered in under the current health insurance provisions. Any new employees will have no option for health insurance during their first two (2) years of employment with Memphis Community Schools. (They would have the option of purchasing the insurance carried by the district, on their own.) After two (2) years of employment, the district will provide for 50% of the cost of single subscriber health insurance coverage and the employee must contribute 50%.

In the event an employee has coverage, they will sign an affidavit to this effect at the beginning of each school year. Each employee who signs this affidavit shall be compensated at a rate of \$1,000 per contract year. Payment shall be paid in two equal payments of \$500 at the beginning of each semester. (First payment will be at the 2<sup>nd</sup> payroll in September)

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

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

- a. **Reimbursement Pool** – There shall be a \$450.00 reimbursement pool established upon the ratification date. This pool shall be on a first come first serve basis, beginning July 1<sup>st</sup> of each year, for the unit. On July 1<sup>st</sup> of each year, up to \$450.00 will be added, provided it does not exceed \$900.00 total amount in the pool. The District assumes the responsibility of the TPA rates.
- b. **Other Insurance** – The Board and the Union will look at “Like Language” alternatives for current health coverage, for the purpose of cost savings. Any change may not be arbitrarily withheld and shall be mutually agreed upon.

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

**25. LIFE INSURANCE COVERAGE**

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

**26. WORKER'S COMPENSATION – ON THE JOB INJURY**

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

**27. COMPUTATION OF BENEFITS**

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

**28. DENTAL INSURANCE**

The Board shall provide full family Delta Dental Insurance for each employee. The coverage shall be as follows:

Class One	80%
Class Two	80%
Ortho to Age 19	75%

**29. LIABILITY INSURANCE**

All school employees are protected against school related liability claims by \$1,000,000 Board of Education Liability Insurance Policy.

**30. LONGEVITY**

Longevity will be paid on the following scale: (payment is per year at these steps)

After 5 years of service	\$250
After 10 years of service	\$500
After 15 years of service	\$750
After 20 years of service	\$1000

## **31. TERMINATION AND MODIFICATION**

Either party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement if:

1. The District's audited General Fund Balance decreases by more than \$280,000 when compared to the June 30, 2009 audited General Fund Balance. The decrease in the District's General Fund Balance must be a result of an increase in the cost of health benefits, retirement contributions, or a decrease in the number of students enrolled in the District, based upon the official 4<sup>th</sup> Wednesday blended count, and/or a decrease in the level of the per pupil allowance, which results in a reduction in state funding. The decrease excludes any transfers out of the General Fund and the District must notify AFSCME of its intention to re-open the current collective bargaining agreement.
2. The District's audited General Fund Balance increases by more than \$200,000 when compared to the June 30, 2009 audited General Fund Balance. The increase in the District's General Fund Balance must be a result of a decrease in the cost of health benefits, retirement contributions, or an increase in the number of students enrolled in the District, based upon the official 4<sup>th</sup> Wednesday blended count, and/or an increase in the level of the per pupil allowance, which results in an increase in state funding. The increase excludes any transfers out of the General Fund and AFSCME must notify the District of its intention to re-open the current collective bargaining agreement.

The District shall make a copy of the District's fiscal year audited financial statements available to the Union, not later than November 30, of each year.

This agreement shall continue in full force and effect until 12:00 midnight, June 30, 2013

- (A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (B) If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.
- (C) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (D) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (E) Notice of Termination or Modification – Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to: 28000 Van Dyke, Warren, MI 48093; and if the Employer addressed to: 34110 Bordman Rd., Memphis, MI 48041, or to any such address as the Union or the Employer may make available to each other.
- (F) A driver must notify the transportation supervisor prior to August 1<sup>st</sup> if she/he does not intend to return for the following year. All other times, a bus driver terminating employment at their request, will give at least two (2) full weeks notification.

## APPENDIX A

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

## APPENDIX B

### Classification and Rates

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

School Year	Probationary	Regular
2008	\$12.53	\$13.45

- (b.) Vocational Education – Wait Time – Voc. Ed. Driver must remain on site at all times.

School Year	Amount
2008	\$9.54

**Sub Driver Rate: = \$11.47**

- Regular A.M. and P.M. runs and Kindergarten runs shall be defined as approximately one (1) hour of travel time. Should a regular trip exceed the one (1) hour travel time by 7 minutes, the driver shall be compensated on a prorated basis of the regular rate per run to the next fifteen (15) minutes.

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

- Pay at regular rate of pay for mandatory meetings called by Supervisor or Superintendent unless a 24 - hour notice is given. Employees who cannot make a mandatory meeting, due to other job responsibilities or prior commitments, will not be paid and will not be disciplined for missing.
- Drivers shall be paid at regular rate of pay for meetings concerning busing or students-parents, etc. that they are required to attend. Regular rate of pay will be hourly rate pro-rated to actual time in attendance.
- Special Education and Vocational Education drivers will be paid for the number of pupil days according to the teacher's work at Memphis Schools and will not lose wages when other schools (that are on the driver's scheduled run) are not in session.

In the event a driver is not required to drive his/her regularly scheduled run (example: Special Education or Vocational Education), he/she will be asked to drive a run, if needed, before a substitute driver is called. If a driver does not care to drive, then a sub will be asked. The driver will be paid for his/her regular run if a sub is available. In the event that a sub is not available to drive, then the regular driver will be required to drive or forfeit pay for the regular scheduled run. When the regular driver takes the run, he/she will be paid for the extra run.

- Definitions – Regular Runs – A.M. and P.M., Kindergarten, Voc-Ed, and all runs, which are scheduled to begin at the beginning of our regular school year. (Yale, Capac, Vocational Education runs would be examples). As a part of a regular run from school, students could be dropped off at a school sponsored childcare location in the city limits
- On scheduled ½ days, drivers will drive their regular A.M./P.M. runs.

On scheduled ½ days, the PPI run will be filled by the seniority of any available drivers.

With the exception of scheduled ½ days, should a Western Area Special Education run or the Tec Center run become vacated by leave time of the regular Western Area Special Education or the regular Tec Center driver, the following procedure shall be followed:

The Transportation Supervisor shall fill such vacancy by starting at the top of the official Seniority list and work down until said vacancy is filled. If this action results in the vacancy of another run falling in the description of either, Western Area Special Education or Tec Center, the Transportation Supervisor shall start again at the top of the official Seniority list until said vacancy has been filled.

Any vacancies that may be created in the regular runs, as a result of the above procedure, will then be filled by sub drivers at the discretion of the Transportation Supervisor.

8. Extra Runs – all runs other than field trips that do not exceed two (2) weeks in length, when they go beyond two (2) weeks they become a regular run and are included in the driver’s regular days wages for computation of sick leave, Act of God days or any other paid days that may be allowed by contract.
9. A shuttle run shall be defined as an additional run that follows a regular run and does not exceed the city limits. Pay shall be determined upon the number of stops. Shuttle runs shall be paid at the rate of \$3.18 for one (1) stop and \$3.46, for two (2) stops.
10. Laid off drivers subject to recall and used to substitute on bus runs, will be paid regular driver’s wages without fringe benefits.
11. Transportation Aide

School Year	Wages	Benefits
2008	\$8.19	No Insurances

12. Bus Video Cameras – In the event that video cameras are used to determine or investigate an incident involving a student and/or bus driver, the driver in question, as well as the Union representative, shall be allowed access to view the video tape. Cameras will not be used for the purpose of disciplining drivers.

**32. EQUALIZATION OF FIELD TRIPS**

- (A) Field trips shall be divided equally among all transportation employees. A trip list showing the names of all drivers eligible for field trips shall be kept up-to-date and posted in the garage. The trips shall be rotated on the basis of seniority. If a driver does not sign up on the trip sheet within 48 hours of the trip date, it shall be considered a “no” bid.
- (B) Drivers who have opted not to be on the “Field Trip” list, during the 1<sup>st</sup> semester of a school year, shall be allowed to opt back onto the list for the 2<sup>nd</sup> semester and, shall have the right to sign for any posted trip that will be taken in the semester in which the driver is returning.
- (C) Field Trips and Athletic Specials – Minimum of two (2) hours paid.
  - a. First two (2) hours – regular driving time plus \$.10 per mile over 50 miles.
  - b. Field trip wait time per hour, after first two (2) hours of trip, will be paid at \$11.85 for 2006-2007.
  - c. When a driver or driver aide, gives up a regular run for a field trip, the driver will be paid one (1) hour regular time plus field trip wages.
  - d. There will be a meeting with the coaches and two driver representatives prior to each sport season, concerning field trip rules and regulations.
  - e. It is recommended that drivers be allowed, with the approval of the senior school supervisor present at the site, or the school’s designee, to go to a specified location for the express purpose of access to food and restroom facilities. Time limits can be arranged with the supervisor, but in no event should the driver be more than a 15 minute drive from the site.



- (D) Trip Cancellation – Cancellation notice of less than twenty-four (24) hours shall cause the driver to be paid for one (1) regular trip at the current driving rate and he/she shall not lose her position on the trip list for the next trip scheduled. In the event of inclement weather, cancellation notice of less than three (3) hours shall cause the driver to be paid as stated above. If the driver has arrived at the bus garage, he/she shall be paid two (2) hours driving time.
- (E) Drivers who sign field trip sheets, shall be compensated their regular rate of pay for completed trip when driver and bus are canceled but event still goes, unless run is canceled 24 hours in advance by the Transportation Supervisor.
- (F) Overnight Field Trips – First two (2) hours – regular driving time, twelve (12) hours paid waiting time, at regular field trip wait time plus \$.10 per mile over 50 miles, meals and lodging.
- (G) Meal Allowance – A meal allowance will be given to all drivers on field trips, which are four (4) hours or more in length and where the driver actually submits a receipt for meals according to the following schedule:

School Year	2008
Breakfast	\$2.28
Lunch	\$3.41
Dinner	\$4.55

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

**APPENDIX C – BIDDING PROCEDURE**

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

No driver can bid on Kindergarten unless they have a regular run. (A.M. & P.M., Voc-Ed, Special Ed) Bid time shall be considered as time worked with drivers paid regular driving wages for time.

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

**APPENDIX D – GENERAL PROVISIONS**

Physical Exams – The Employer will pay for the full cost of the driver’s physical examination by the school doctor or clinic. The employee will be compensated \$15 for time and mileage if the school doctor or clinic is located out of Memphis.

Radios – Radios to be maintained and all components within a reasonable time limit after being reported to transportation supervisor.

The drivers shall have the space presently allotted in the garage as a waiting room and may use such space for meetings.

The District will pay the full cost of X-rays for TB, road tests, and other expenses incurred by law to qualify a person to become and maintain their position as a school bus driver. Drivers will be paid mileage or be provided with the use of a school vehicle for mandatory drug testing. It is recommended that employees drive together when possible.

The Employer will continue to make credit union payroll deductions.

All wages shall be retroactive to the expiration of the previous contract.

The difference between a regular driver's license and a CDL license to be paid by the Board.

Any driver attending or participating in advanced bus driver training or certification shall be paid their regular rate of pay for all required classroom hours. In the event a driver fails to pass the first test, the driver shall receive no further payment for the time required to complete and pass the test. In addition, each driver shall receive four (4) hours of paid in-service training each year.

Each employee and one (1) guest shall be entitled to free admission to all home school events. Passes not transferable to other persons. Anyone caught abusing this privilege will lose their pass.

**SIGNATURES**

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

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
**Chapter Chairperson**

\_\_\_\_\_  
**Board President**

\_\_\_\_\_  
**Chief Steward**

\_\_\_\_\_  
**Trustee**

\_\_\_\_\_  
**Alternate Negotiator**

\_\_\_\_\_  
**Trustee**

\_\_\_\_\_  
**Mich. Council 25-AFSCME**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date