

K# 9487



**COLLECTIVE BARGAINING AGREEMENT
FIRST CONTRACT
BETWEEN
DURHAM SCHOOL SERVICES
AND
AMALGAMATED TRANSIT UNION
DIVISION 1564

SOUTHFIELD, MICHIGAN**

Effective Dates:

JULY 1, 2014 THRU JUNE 30, 2016

AGREEMENT CLAUSE

This Agreement made and entered into this 1st day of July 2014 between Durham School Services (hereinafter referred to as the "Company") and AMALGAMATED TRANSIT UNION, LOCAL UNION 1564 (hereinafter referred to as the "Union")

WITNESS CLAUSE

Whereas, this Agreement is entered into for the purposes of providing for mutual understanding between the parties with respect to wages, hours, and working conditions of employees in the Company.

Whereas, the National Labor Relations Board has certified the Union as sole and exclusive bargaining agent for the unit certified in case 7-RC-116566

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained therein, the Company and the Union agree as follows:

ARTICLE 1

INTENT AND PURPOSE

It is the intent and purpose of this Agreement to set forth the mutual agreement of the parties to provide a working understanding between the Company and the Union through its duly accredited representatives.

This Agreement sets forth the wages, hours, benefits and other conditions of employment, and to this end all matters relative thereto are specifically agreed to herein and when duly signed by the Authorized Representatives by the Company and the Union shall be conclusive, any dispute arising between the parties shall be subject to the Grievance and Arbitration section of the Contract.

Whenever the term "he" is used throughout this Agreement it shall be construed and interpreted as pertaining to either gender, male or female.

ARTICLE 2

MANAGEMENT RIGHTS

The Union recognizes the right and responsibility of the Company to manage its facility and to direct its working forces, all rights of the Company which have not been specifically abridged or modified by this Agreement are retained by the Company including, but not limited to:

- (a) The determination of the layout, equipment, vehicles structures and other materials of the business
- (b) The procedures, polices, techniques, methods and means of operating the business
- (c) The determination of the size of the work force
- (d) The determination of the number and times of shifts
- (e) The determination of the overall organization of the Company's business.
- (f) The right to lay- off or promote employees and determine policies for promotion.
- (g) The hiring, direction, supervision, discipline, and discharge of employees for just cause.
- (h) The selection of employees and/or applicants for employment.
- (i) The right to make and modify reasonable work rules and regulations.
- (j) The right to utilize methods and/or systems for operational efficiency.
- (k) The ability to make changes to the methods and means of payroll and time keeping procedures.

2.1 In the event of any conflict between the Company Handbook and the Agreement, the Collective Bargaining Agreement shall prevail.

2.2: The Company shall give the Union Steward(s) a copy of all new or amended work rules and send to Local 1564 by e mail. The Union shall notify the Company that the e mail was received and retains the right to file a grievance under Article 14.

2.3: **INTERGRATION WITH OTHER OPERATIONS**

The Company may not assign a Driver or Monitor from another of its operations or facilities or another Company to work in the facility identified in the Recognition Article of this Agreement, while a member of the bargaining unit is available for work or is on layoff or to avoid the payment of overtime.

The Company may not assign a non-bargaining unit member to work in the facility identified in the Recognition Article of this Agreement, while a member of the bargaining unit is currently working and is available for work or to avoid the payment of overtime.

No driver shall be required to accept assignment to work in another facility.

Should an employee accept such assignment they shall receive their regular hourly rate of pay.

ARTICLE 3

UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive representative of all its Drivers and Monitors assigned to the Southfield Michigan facility, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment and agrees to deal with the Union as hereinafter provided.

ARTICLE 4

UNION SECURITY AND CHECK-OFF

All employees covered by this Agreement may become members or non-members of the Union. Should Michigan Compiled Laws Annotated 423.14 be repealed or amended, all non-members must comply with applicable laws.

The employer agrees to deduct weekly from the wages of each member who has submitted authorization to do so, a copy of which will be submitted to the Company, such dues, assessments and initiation fees as required by the Union. The Union will inform the Company of the amount to be deducted for each employee, should the amount to be deducted change, the Union must notify the Company in writing at least one month in advance of the new deduction and the date the deduction is to be changed. The Company agrees to transmit such sums collected by the Company to the Secretary –Treasurer of the Union by the fifteenth (15th) day of the following month. The Company shall furnish the Union with a written record of the sum and names of employees from whom deductions were taken at the time of transmitting funds by electronic transfer to the Union's financial Institution. The Union will supply the account number and routing number. The Company will not be held liable for errors made under this article however errors shall be corrected as soon as possible.

ARTICLE 5

UNION REPRESENTATIVES

The Company agrees to recognize officers, one steward and one alternate steward elected or appointed by the Union. The Union shall notify the Company in writing, of the name(s) of each representative as soon as they are elected or appointed.

Should it be necessary for a representative(s) of the Union to attend any meeting or activity scheduled by the Company during the representative(s) scheduled working hours, the representative(s) shall be made whole for all wages that they lose.

Union Representative(s) will be allowed to attend ATU seminars, for the purposes of training which will not be counted as absenteeism. Union representatives will be allowed to attend the ATU Convention. No more than two (2) representatives will be allowed the same time period off, unless approved by the Company. Union representatives wishing time off shall give the Company at least forty eight hours written notice.

Employees who are elected as full time officer(s) of Local #1564 shall be granted a leave of absence for their term(s) of office. An employee, who leaves Local #1564 as a full time officer shall be returned to their former position with seniority, provided they are medically qualified and properly licensed upon their return.

ARTICLE 6

UNION BULLETIN BOARD

The Company shall provide the Union with a bulletin board, in the driver's area at the Southfield Michigan facility for the Union's use. All material posted shall be limited to the official business of the Union.

All notices which appear on the Union's bulletin Board shall be posted and signed by an officer steward or alternate steward. The steward or alternate steward may post notices during non-working hours only .Notices shall relate to items of interest to the members. Union notices related to the following matters may be posted without the Company's prior approval .

- (a) Union recreational and social affairs
- (b) Notice of Union meetings
- (c) Union appointments
- (d) Notice of Union elections
- (e) Results of Union elections
- (f) Reports of standing committees and independent arms of the Union and
- (g) Publications, rulings or policies of the Union

All other notices of any kind not covered above must receive prior approval of the Company or their designated representative. No material may be posted on the Union bulletin board at any time which include the following:

- (a) Personal attacks upon and other member or any other employee
- (b) Scandalous, scurrilous or derogatory attacks upon the Company or its Customers
- (c) Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 7

SENIORITY

Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the Company in the work covered by this Agreement.

Seniority for all employees shall be recorded on lists certified by the Union on file with the Company. Seniority order shall be under the jurisdiction of the Union. All questions pertaining to seniority order shall be settled by the Union.

An Employee shall lose all seniority rights for the following reasons:

If he/she voluntarily leaves the Company

If he/she is discharged for just cause

If he/she is absent from work for three (3) consecutive working days without notification to the Company; except where absence is due to long illness or injury.

If he/she fails to return to work within fourteen (14) days after receipt of a registered or certified letter mailed to his/her last known address, as shown on the Company records

Loss of school bus license, CDL license or motor vehicle driving privileges however, if found not guilty, the employee will be reinstated with full seniority and benefits.

If he/she has any type of leave of absence of greater than 12 consecutive months unless prohibited by law or the collective bargaining agreement

A list of employees arranged in the order of their seniority shall be posted quarterly in a conspicuous place at their place of employment. A copy of all new hires and employees who have left employment shall be sent to the Union when applicable, showing the names, addresses, dates of hire and rates of pay for new employees and the date employment ends for separated employees.

ARTICLE 8

PROBATION

All new employees shall be hired on a ninety (90) working days trial basis and shall work under the provisions of this Agreement within which time they may be dismissed without recourse to the grievance and arbitration provision herein.

ARTICLE 9

LAYOFFS

Layoffs will be determined by seniority and classification, the employee with the least seniority, shall be laid off first. Recall of laid off employees shall be by classification in reverse order of layoff.

Employees who are recalled by classification shall be sent a notice by certified mail to their last known address on file with the Company.

Employees must return to work within ten (10) business days of the mailing of the notice.

Employees shall have recall rights for 18 months.

Laid-off employees when recalled shall receive the current rate of pay for their classification.

ARTICLE 10

HOURS OF WORK

10.01 The Company and/or the School District shall establish routes, charters, field trips and time periods.

Employees who work in excess of forty (40) hours in any one (1) week shall be paid the rate of one and one-half (1 ½) times the regular hourly rate for all time worked over 40 hours.

10.2: REGULAR WORK WEEK AND PAY DAY:

The regular work week will be Monday through Friday. For payroll purposes the payroll week will be Sunday through Saturday. Employees shall be paid on a weekly basis on Friday, following the prior payroll period. The Company will deduct all required withholding taxes. Employees may at their option, have direct deposit.

10.3: DRY – RUNS

A driver assigned to a dry – run shall be paid actual time with a minimum of one (1) hour.

10.4: TRAVEL REIMBURSEMENT:

An employee who is required by the Company to use his/her personal vehicle, to perform work for the Company shall be reimbursed by the Company at their regular rate of pay and the Internal Revenue Service allowance, for every mile he/she is required to drive such vehicle. The Company may require that an employee furnish automobile liability insurance before being allowed to operate his/her personal vehicle on behalf of the Company.

10.5: SANITARY ARRANGEMENTS:

Sanitary arrangements shall be maintained for all employees at the work location, with soap, towels, toilet paper and washing facilities supplied by the Company.

10.6: The Company shall provide all cleaning supplies and cleaning equipment needed to clean busses.

ARTICLE 11

CATERGORIES OF WORK

Home to School Work

Home to School work includes the picking up and or dropping off of students at a prescribed location to and/or from any school in any school district that is covered by the Southfield Public School service contract with the Company.

Home to School work is paid at the driving rate of pay.

Home to School includes noon runs, (mid-day routes) and vo-tech routes which typically occur between the AM and PM school routes and late runs.

Mandatory meetings include monthly safety meetings and the Kickoff meeting. These meetings are paid at \$10.10 per hour effective 7/1/14 and \$10.20 per hour effective 7/5/2015.

Charter Work

Charter work is driving work for revenue that is not directly school district related.

Charter work is paid at \$15.15 per hour effective 7/1/2014 and \$15.30 per hour effective 7/5/2015 for time actually worked outside of an employee's normal daily guarantee. Charter work performed during the home to school hours, shall be paid at the home to school rate. Charter work performed before or after home to school work will be paid at the charter rate with a minimum of two hours pay. Pick up and /or drop offs will be paid a minimum of one hours pay.

If a customer cancels a charter within one (1) hour of the scheduled start time, the employee will be paid two hours of pay or actual time whichever is greater.

Field Trips

Field Trips consist of revenue work for the school that is not Home to School work. These trips are typically scheduled to begin within the guaranteed Home to School route time.

Field Trips are paid at \$15.15 per hour effective 7/1/2014 and \$15.30 per hour effective 7/5/2015 for time actually worked outside of an employee's normal daily guarantee with a minimum of two hours pay. Pick up and/ or drop offs will be paid a minimum of one hours pay. Mid-day routes and vo-tech routes shall be paid actual time. (10)

If a customer cancels a Field Trip within one (1) hour of scheduled start time and the employee is not otherwise on the clock, the employee will receive one hour of pay or actual time whichever is greater.

Extra Work and Other Work

Extra work includes but is not limited to cleaning busses, answering phones, cleaning and repairing seat covers, cleaning the busses of snow, assisting with parts inventory, snow removal, yard work, cleaning the lounge and other work assigned by the employer. Extra Work is a benefit to drivers, however the work is not exclusive to the unit and the Company reserves the right to assign it to persons outside the bargaining unit.

Extra Work is paid at \$10.10 per hour effective 7/1/2014 and \$10.20 per hour effective 7/5/2015, with a minimum of thirty (30) minutes.

ROUTE ASSIGNMENT AND BIDDING

Home to School

A qualified returning employee who reports to work as instructed on Bid Day, and all new employees, shall be allowed to bid on all available home to school routes or sub driver positions in order of seniority and classification provided however, that an employee must be available, fully qualified and licensed to perform all of the work involved in the assignment for which he/she is bidding.

Employees who are absent on Bid Day may designate a proxy to a Union Officer or steward to select routes for them. Any proxy must be in writing and signed by the employee. Employees shall also be allowed to call in within four minutes of their designated bid time to bid. Employees calling in later will be allowed to select from the then available work.

Employees shall select home to schoolwork or a sub driver position according to seniority from the following categories of work during the selection of work process prior to the opening of school.

A.M. and P.M. and attached vo-tech runs and or noon runs
Vo-tech and noon runs not attached to other runs.

Any other run will be selected by seniority provided the run does not conflict with any other selected work, when they become available.

- Runs which are reduced by fifteen minutes or more per day shall be rebid from the affected run down, with the most senior employee(s) from the affected run down, being awarded the routes. The successful bidder(s) route(s) will then be posted for bid in the same manner and awarded in the same manner. There will be no other bumps of bids.

Charters/Field Trips/Extra Work

On the last day of school, employees may place their name on a list for the assignment of Charters/Field Trips for summer work. On Bid Day, employees have another opportunity to place their name on a list for the assignment of Charter/Field Trips. ("collectively" rotational work"). These lists will be organized according to seniority and assignments of work from this list shall be discussed as in this Section. The list shall be called the "rotational work list.

Employees, including new hires, who wish to place their name on the rotational work list, may do so at any time. These employees will be placed on the list according to his/hers seniority. These employees will have an opportunity to receive work depending on their location in the rotational list, however they will not be afforded and opportunity to make up for trips that occurred before their rotation on the list.

During the school year (and except for emergency work or customer requests as discussed below), when a Charter Trip/Field Trip opportunity become available, the Company will post the work opportunities and assignments (derived from the rotational list) on Thursday for assignment the following week. This list will remain posted until Thursday, end of day. Employees will have the opportunity to refuse the assignment until Monday. Employees who refuse an assignment from the rotational work list shall have an R placed on the applicable list and it will count as having selected an assignment.

Assignments are chosen as follows: The employee who is next in line to receive work on the rotational list from the list will be awarded the work, provided the employee is not assigned to a special needs route or noon run that conflicts with the trip. Except as described below, in awarding the next rotational work opportunity, the Company will begin on the rotational list after the name of the employee selected for the work opportunity.

For drivers assigned to special needs routes, they will not be assigned to charters/field trips which would conflict with their route times. Instead, these drivers will be afforded the next opportunity for field trips or charters that occur outside their regular route time. **(12)**

Employees who are absent from work (to the extent permitted by law) will be bypassed on the rotational list as described above.

Employees who fail to provide at least a 24 hour notice, (through text message or real time conversation) to the General Manager or designee that he/she is unable to work the rotational work assignment as awarded, will forfeit the next rotational work opportunity.

Customer requests

The Company reserves the right to fill any Charter Work or Field trip opportunity with a specific driver who has been requested to work by the customer. The company will not use this discretion to bypass the procedures for assignment of work stated in this Article and will make a good faith effort to obtain a customer request in writing, where possible.

Emergency Work

Any Charter Work or Field trip assignment that is provided to the Company after the postings are removed on Thursday but which must be completed the following week or are provided to the Company during the same week they must be completed will be assigned as follows For trips received more than 24 hours in advance, the Company will assign the route based on the rotational work list.

For trips received with 24 hours or less notice, the Company will award the work based on availability as described above, seniority and number of trips that the employee has worked to date, with a preference for awarding to the employee with the least amount of trips.

EXTRA WORK

Extra work will be assigned as follows: Extra work will be posted for two business days before being awarded when possible.

Extra work will be awarded to as many as can accommodate the work. The extra work shall be awarded to the most senior, qualified employee(s) provided that, the hours allocated to the assignment will not place the bidder into scheduled overtime.

ROUTE VACANCIES

Permanent route vacancies occur when there are more than six weeks left in the school year and an employee voluntary gives up their route, is terminated, quits, is deceased or becomes disqualified or is absent longer than 90 calendar days or to the extent permitted by law.

Permanent route vacancies will be filled as follows.

(13)

Within five calendar days, the vacancy will be posted for three business days. No proxy bids will be accepted to fill vacant routes. Said route(s) shall be bid from the affected run down, with the most senior employee(s) from the affected run down being awarded the route(s). The successful bidder(s) route(s) will then be posted for bid in the same manner and awarded in the same manner. There will be no other bumps on vacant routes. The remaining vacancy will be offered to the most senior sub driver(s) and then the extra driver(s), with the least senior driver without a run being forced to fill the vacant run. When an employee(s) returns to work and has had their route(s) taken as stated above the affected employee(s) will return to their original route(s) or sub driver or extra driver position.

Temporary route vacancies occur when an employee is absent from his/her route(s) for a period not to exceed 90 days. The Company will offer the vacancies to a sub driver or an extra driver by seniority, who, may opt to fill the vacancy. Should no sub driver or extra driver opt to fill the vacancy, the least senior driver without a run, shall be forced to fill the run. Sub driver(s) and extra driver(s) vacancies shall not be bid as a temporary vacancy. The Employer may assign work to a sub driver(s) and/or extra driver(s), at their discretion.

ARTICLE 12

SUMMER WORK

Employees are asked to volunteer for summer school work and those employees will select available work by seniority. If additional work is still available, employees in inverse order of seniority shall be required to work and the Company shall allow employees who are required to work, to select by seniority from the additional work. Summer work may also include out of state work. Employees will not be forced to perform out of state summer work. Employees who volunteer will be selected according to seniority.

ARTICLE 13

DISCIPLINE

No employee shall be disciplined, suspended or discharged without just cause.

The Company shall administer discipline within fifteen (15) days after having knowledge of the infraction that lead to the discipline.

Discipline shall be progressive and maintained on separate tracks, attendance, accidents and other violations. The look back period for preventable accidents and other violations shall be the previous 24 months.

A discharged Employee shall be given written notice of his/her discharge and the reason for discharge. A copy of such written notice shall be forwarded to the Union steward or alternate steward.

For disciplinary infractions involving other violations that do not warrant immediate discharge the following progressive discipline structure will be utilized.

First Offence: verbal written warning

Second offence: written warning

Third Offence: written warning with one day suspension without pay

Fourth offence: final written warning with a up to three day suspension without pay

Fifth offence: Discharge

Steps may be skipped depending on the severity of the violation

For disciplinary infractions involving preventable accidents that do not warrant immediate discharge the following progressive discipline structure shall be utilized

First offence: written warning and retraining

Second offence; written warning and retraining

Third offence: Discharge

Steps may be skipped depending on the severity of the accident.

Employees will receive their driving rate of pay while retraining.

Documentation of any discipline shall be provided to the affected employee and the Union steward or alternate steward.

Employees, who have ten unexcused absences during the school year, September through June, shall be subject, to discharge.

Progressive discipline for attendance shall be as follows:

3 occurrences Written Verbal warning, 6 occurrences Written warning,

9 occurrences Final written warning with a one day suspension without pay and

10 occurrences Discharge

Absences of two consecutive workdays or more shall be counted as one absence.

Employees who are absent for two or more consecutive workdays, may be required to submit written documentation, when requested by the Company, substantiating length of illness or injury and inability to work, upon the employee's return to work.

For the purpose of this Article an excused absence shall include the followings, any approved paid or unpaid leave, leave, protected by law, approved leave of absence and approved leave for Union business.

Occurrences for attendance violations do not carry over from one school year to the next school year.

ARTICLE 14

GRIEVANCE PROCEDURE

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Company or between employees covered by this Agreement and the Company, arising during the term of this Agreement, concerning the application of any express provision of this Agreement that is within the scope of this procedure. A grievance is also any claim under Federal, State or Local law(s).

All grievances/disputes shall be processed through Article 14 first, except for, Worker's Compensation disputes and controversy arising under the National Labor Relations Act

Step one: The Company and the Union believe that in order to foster good Labor-Management relations, potential grievance issues shall be best addressed if they are informally discussed and resolved, if possible after the issue is known. Therefore, the Company and the Union encourage employees to discuss the matter with the employee's Supervisor, General Manager or the Regional Manager within five (5) calendar days after the issue comes to the employee's attention. Such discussion may include the Union steward, or designee when requested by the employee.

Step Two: The aggrieved member must present the grievance through their Union steward or alternate steward in writing to the Supervisor within ten working days of the conclusion of step one.

A non-member(s) may process the grievance themselves if so desired, to the Supervisor within, ten working days of the conclusion of step one. If a satisfactory settlement is not reached with the Supervisor within ten working days the steward or alternate steward or the non-member(s) may process the grievance to step three.

Step Three: The Union steward or alternate steward or non-member(s) may take the matter up with the General Manger or his designee within ten working days of the Company's response in step two. A written decision must be given to the steward, alternate steward or non-member(s) within ten (10) working days of said meeting.

Step Four: Should the Company's step three answer be unacceptable to the Union Business Agent or designee or non-member(s) may then take the matter up with the Regional Manager or designee within ten working days. A written decision must be given to the Union Business Agent or designee or non-member(s) within ten working days of said meeting.

Step Five: Should the Company's Step Four answer be unacceptable to the Union Business Agent or non-member(s) the Union Business agent or non-member(s) may refer the grievance to mediation. The Union Business agent or non-member(s) shall notify the Company in writing of its intent to proceed to mediation under this step within ten working days after receipt of the Company's Step three written decision .Following the notice, the Union or non-member(s) shall request in writing, within ten working days for the FMCS to appoint a mediator to hear the grievance. The Company and the Union or non-member(s) shall use best efforts to schedule a mutually convenient mediation date for the grievance, as soon as possible.

Step Six: Should the grievance not be resolved at Step Five, only the Union can submit the grievance to Arbitration within thirty working days after the mediation hearing. A written request to arbitrate must be sent to the FMCS, which includes a request for the names of five Arbitrators. The Company and the Union will each strike two (2) names from the list provided by the FMCS and the remaining name will be the arbitrator. The Union shall strike first than the parties will alternate the striking process.

Either party desiring to wave the time limits after step one shall do so in writing and one ten (10) working days extension will automatically be granted. Requests for additional extensions must be in writing and agreed to by both parties.

The decision of the arbitrator shall be final and binding on both parties. Should back pay be awarded, the back pay shall be paid within thirty (30) working days of documentation of outside earnings including unemployment compensation if applicable.

The fees and expenses of the arbitrator shall be paid one-half by the Company and one-half by the Union, as well as, other expenses agreed to, by the parties, prior to the day of the arbitration (example, place of arbitration, transcript, stenographer etc.) All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

The power of the arbitrator shall be limited to the interpretation of the Agreement. He/she shall have no power to add or subtract from or modify any of this Agreement, nor shall he/she have power to establish or change any wage scale or classification.

Failure of the Employee and or the Union to file a grievance within the time limits prescribed shall result in the Grievance being void.

Failure of the Company to respond within the time limits prescribed will result in the grievance being awarded.

No grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.

Time limits set in this Article shall not include Saturday, Sunday or holidays.

Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the representatives of the Company and the Union or non-member which does not conflict with this Agreement.

ARTICLE 15

ACCIDENT REVIEW BOARD

There shall be two (2) Union employees and two (2) management personnel that shall comprise the Accident Review Board. All accidents shall be reviewed by the Board. The following guidelines will control the Accident Review Board (ARB)

- Drivers eligible to serve on the ARB must be employed for a minimum of two (2) years and be preventable accident – free for two (2) years.
- Within thirty (30) days of a ratification of the Contract, the Company will provide the Union PR/BA with a list of drivers who are eligible to serve on the ARB
- The Union PR/BA will select a minimum of ten (10) drivers who will attend an information session to discuss guidelines and procedures of accident review. Employees attending the information session will be paid for the actual time spent in the meeting at their regular rate of pay. Those who complete the session will be part of the ARB at the PR/BA's discretion.
- The PR/BA and Location Manager will handle any discrepancies regarding the list of eligible drivers.
- Any drivers who serve on the ARB will receive actual time spent or a minimum of three (3) hours pay at their regular rate of pay regardless of the number of accidents involved.
- Accident reviews will be held each month with timely notification to the Union Steward(s). Any driver on the ARB who is not present will be replaced by another driver from the eligibility list.
- Accidents resulting in a two to two tie; shall be resolved under Article 14, starting at step 5.

ARTICLE 16

WAGE RATES

Current Drivers	7/1/2014	7/5/2015
\$15.00	\$15.15	\$15.30
\$16.45	\$16.61	\$16.78
\$18.00	\$18.18	\$18.36
\$18.20	\$18.38	\$18.56
\$18.45	\$18.63	\$18.82
\$19.25	\$19.44	\$19.64
\$20.25	\$20.45	\$20.65
\$21.78	\$22.00	\$22.22
Current aides	7/1/2014	7/5/2015
\$14.25	\$14.39	\$14.53
\$12.25	\$12.37	\$12.49
\$12.00	\$12.12	\$12.24
\$10.35	\$10.45	\$10.56
\$10.25	\$10.35	\$10.46
\$10.00	\$10.10	\$10.20

The Company will pay employees for all time worked. In order to receive payment for time that exceeds their standard hours, the employee shall fill out an extra work slip describing the reason(s) for the additional time and submit it to the Location Manager or their designee. Language may be subject to change to comply with Article 2 (k).

DRIVER TRAINER:

Upon ratification driver trainers who instruct other employees will receive an additional \$1.00 per hour above their regular rate of pay, while instructing other employees.

New driver trainer positions shall be posted and bid on and awarded to the senior driver(s) who has at least two years driving experience at the Durham Southfield facility and whom has had no preventable accidents for the prior twenty four months. Employees selected will be subject to a 90 working day trial period and may be returned to their previous selected work/position at the discretion of the Company.

ARTICLE 17

MINIMUM GUARANTEES

Drivers shall receive a two and one quarter (2 ¼) hour minimum pay guarantee for Home to School a.m. runs and Home to School p.m. runs and one (1) hour for late runs.

Monitors shall receive a daily guarantee of 4 ¼ hours.

ARTICLE 18

PAID HOLIDAYS

Employees shall be paid their regular route pay for the following holidays:

New Year's Eve

Martin Luther King Jr. Day

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Employees will be paid their regular run pay if not scheduled to work and their regular run and or charter pay at one and on half (1 ½) times if scheduled to work.

In order to receive Holiday pay, an employee must work all of his/her scheduled hours the work day before the holiday, the work day following the holiday and the holiday if scheduled. For the purposes of this provision, bereavement leave, jury duty, military leave, Union business and Court appearances on behalf of the Company will count as time worked.

ARTICLE 19

PHYSICAL EXAMINATIONS

The Company shall provide, at no cost to the employee, physical examinations as are required by Federal and/or State authorities or by the Company, to be performed by a physician selected by the Company. The employee shall be paid one (1) hour or actual time spent at their regular hourly rate of pay for time spent in a physical examination performed by Physician that is selected by the Company.

ARTICLE 20

DRUG TESTING

The Company shall pay an employee required to have a drug and / or alcohol test a minimum of one (1) hours pay or actual time spent at the employee's regular rate of pay. Employees shall only be required to submit to a drug and / or alcohol test on a day during which they are scheduled or assigned to perform work.

Monitors shall not be subject to random drug testing.

ARTICLE 21

JURY DUTY

The Company will grant a leave of absence for any employee summoned for jury duty. To obtain approval for this leave, and employee must show his/her jury summons or an authentic copy to his/her supervisor as soon as possible after the employee has received the summons. The Company will pay the employee the difference between the jury duty pay and the employee's regular rate of pay, not to exceed the daily guarantee, for up to 15 days per calendar year while serving on jury duty and for all days of service on a grand jury. To qualify for this pay benefit, an employee must provide a copy of his/her proof of jury service covering the period of time for which pay is requested and a copy of the summons.

ARTICLE 22

COURT APPEARANCE

When an employee is required in any court for purpose of testifying, in support of the Company for any incident which arose out of the course of employment, such employee shall be reimbursed in full for all lost time at the applicable rate of pay

ARTICLE 23

SICK LEAVE

Effective January 1, 2015 employees who have completed at least five years of service shall be entitled to two paid days of sick leave each school year, at their regular run pay. Employees who, call in sick will be required to use a sick day. Employees shall call in at least one hour prior to their start time. Unused sick leave will be cashed out the last check of the school year.

ARTICLE 24

MILITARY SERVICE

The Company will grant employees the rights and benefits afforded to them consistent with the requirements of USERRA, FMLA and applicable State law.

ARTICLE 25

BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days paid leave at regular route pay plus, an additional unpaid day(s) if needed for travel, to attend the funeral or for the purpose of grieving in the event of the death of the following relatives, Spouse, Son, Daughter, Brother, Sister, Mother, Father, Step-Children, Grandparent or Grandchild, Mother-in-law, Father-in-law, current Foster Children, Domestic Partner, current Brother-in-law and current Sister-in-law

Employees may be granted unpaid leave, up to 3 days, to attend the funeral in the event of the death of other relatives.

The Company reserves the right to require proof of death of relative or foster child status.

ARTICLE 26

LEAVES OF ABSENCE

Any employee desiring a leave of absence from his employment must make a written request to the General Manager with an explanation of why leave is needed. The maximum leave of absence shall be thirty (30) days and may be extended for like periods for up to a maximum duration of one year. An employee must obtain written permission from the General Manager for any extension of leave past the initial thirty days. Under no circumstances, may any employee request a leave of absence to pursue other employment or to go into business for himself or herself.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. This section is not intended to supersede any applicable rights available under the rules and regulations of the Family Medical Leave Act or equivalent state law.

ARTICLE 27

401K PLAN

Employees shall be able to participate in the Company's 401 (K) Plan, as set forth in the plan document.

New Employees may enroll in the Company's 401(k) plan in February and October of each year. Eligible employees may enroll according to the plan document. The Company will match each employee's contribution as set forth in the plan document. Employees may contribute up to the maximum allowed by law and will be fully vested in the Company's contribution according to the plan document. Current contribution level, Employer matches the first three (3) percent of the employees contribution and matches one half (50%) of the next two (2) percent of employees contribution.

ARTICLE 28

GROUP INSURANCE

The Company will make a health care plan(s) available to employees that meet the Minimal Essential Coverage as required by the Affordable Health Care Act.

The Company shall contribute the full cost towards the cost of the monthly premium of the employee only and employee plus one plan and the employee only buy up plan. Employees who select the family plan shall pay the difference between the employee plus one plan and the family plan. Employees who select the buy up employee plus one or family plan shall pay the difference between the employee only buy up plan and the plan selected.

The Company shall also make available a dental plan and vision plan and the employee shall pay the full cost of the plan(s) selected.

Open enrollment shall be held in September of each year and the plan selected shall go into effect on October 1st.

Contributions shall be tax deferred as long as the law provides.

The employee contribution shall be over a nine month period.

ARTICLE 29

LIFE INSURANCE

The Company shall maintain a life insurance policy for each employee, at no cost to the employee, in the amount of \$10,000 or according to the Company' policy whichever is greater.

ARTICLE 30

NO STRIKE – NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction, condone, or participate in any strike, sympathy strike sit -down, stay - in, walkout, slow –down, stoppage, or curtailment of work, and provided further that there shall be no lockout of employees by the Employer.

In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of such action. Should any employee(s) not return to work, than the employer may issue discipline, up to and including, discharge.

ARTICLE 31

FAIR EMPLOYMENT PRACTICES AND EQUAL OPPORTUNITIES

The Company and the Union will comply with all Federal and State Laws prohibiting discrimination in employment because of race, color, religion, national origin, age, sex, sexual orientation and non-job related handicap or disability.

The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 32

ACCIDENT REPORTS

Employees will be paid actual time, at their driving rate, when required by the Company to obtain the official accident reports from the appropriate authorities

Employees will be paid actual time, at their driving rate at the applicable rate of pay, while completing accident and/or incident reports.

ARTICLE 33

PERSONNEL FILES

The Company shall, within three (3) working days after receipt of a written request from an employee, permit the employee to inspect their personnel file, at their work location. Employees will be limited to three requests per calendar year.

Unauthorized employees shall not have access to other employee's personnel files

The Company shall, within three (3) working days after written request from an employee, provide, the employee with a copy of all or part of their personnel file, provided the request identifies the material to be copied. Employees will be limited to three requests per calendar year.

ARTICLE 34

UNIFORMS

All drivers shall report to duty neat in a presentable manner. Should the Company require the employees to wear a uniform, the Company shall pay the full cost of the initial uniform and any replacement parts needed, because of normal wear and tear.

ARTICLE 35

ACCESS TO PREMISES

The Company agrees to admit to its facility during the hours of 6:00 am to 6:00 pm on Monday through Friday, the authorized Union representatives of the Local for the purpose of observing the application of this agreement, to investigate working conditions and adjust grievances. Authorized Union Representatives will confine any conversations with employees to non-work time and will not interfere with the performance of work by employees or interfere with the Company's business.

Union Representatives who are not employees of Durham/National Express shall report to the facility manager or Company supervisor on duty before any visit. Union Representatives must observe all Company safety rules while on company premises. In the event of a change of representatives, the Company will be notified in writing.

The Union shall have access to Company records that are relevant to the Union's determination of whether the Company is in compliance with the terms of this agreement, which includes for the purpose of grievance handling. The Company will make records available upon written request from the Union, within a reasonable period of time.

ARTICLE 36

SEPARABILITY

If any provisions of this Agreement shall be held invalid or in conflict with any Federal or State Law, the remainder of the Agreement shall not be affected thereby.

If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, the parties shall meet promptly to negotiate a new provision to replace that which had been rendered invalid.

ARTICLE 37

SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successor or assigns by merger, sales, leases, transfer or consolidation and shall be subject to any terms and conditions of this Agreement for the life thereof.

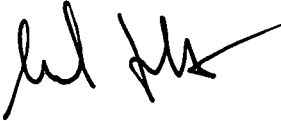
ARTICLE 41

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2014 and extend for two (2) years through June 30, 2016.

Either of the parties to this Agreement desiring a change in any Article or Articles of this Agreement shall notify the other party in writing of the desired changes at least sixty (60) days prior to the expiration. If neither party gives such notice, the Agreement shall continue on from year to year. If such notice is given by either party, the Agreement shall then be opened for consideration of the change or changes desired

Durham School Services



REGIONAL VICE PRESIDENT

Date 12/18/14

A.T.U., DIVISION 1564



PRESIDENT/BUSINESS AGENT

Date 15 DECEMBER 14