

AGREEMENT

between

ATHENS AREA SCHOOLS

and the

INTERNATIONAL UNION

of

OPERATING ENGINEERS

LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO

**TRANSPORTATION
BARGAINING UNIT**



JULY 1, 2007 - JUNE 30, 2010

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AGREEMENT

This Agreement is by and between the Board of Education of the Athens Area Schools, Athens, Michigan, hereinafter referred to as the "Board", and the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to establish and promote harmonious relations, cooperation and understanding between the parties in matters pertaining to wages, hours, rates of pay and working conditions.

In consideration of the agreements in this document, the parties agree as follows:

ARTICLE I

UNION SECURITY

A. *Recognition*

The Board recognizes the Union as the exclusive bargaining representative for all regular and Special Education bus drivers, and Garage Mechanics of the Board, hereinafter referred to as "employees", but excluding supervisors, substitute drivers and all other employees as listed in the Michigan Employment Relations Commission Certification dated May 27, 1987.

B. Where reference is made to gender, it shall include both male and female.

C. *Other Organizations*

The Board agrees not to negotiate with any other organization of a union nature, other than the Union herein, for the duration of this Agreement.

D. Nothing in this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted with the terms of this Agreement.

E. Agency Shop and Check-Off

1. All employees, or persons who become employees, who become regular drivers, who are not already members of the Union shall, within sixty (60) calendar days of the effective date of this provision, or within sixty (60) calendar days of their date of hire by the Board, whichever is later, become members, or alternatively shall, within sixty (60) calendar days of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in the amount determined by the Union.

2. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.

3. If an employee does not pay the appropriate amount of dues or service fees to the Union, upon written notification by the Union, the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to a charity. The employee may choose the charity from a list of three (3) which will be selected mutually by the Board and the Union.

4. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions other members of the Union receive.

5. The Board shall deduct the initiation fees and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which the employee's said deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month, provided however, that the Union shall have submitted to the Board an authorization card in a form permitted by law and signed by the employee from whose pay said deductions are to be made.

6. All fees and dues shall be kept separate from the Board's general funds, and shall be deemed trust funds.

7. The Union agrees to hold the Board harmless against all claims, demands, suits or other forms of liability that shall arise out of the application of this Article.

ARTICLE II

MANAGEMENT RIGHTS

All rights which are vested in the Athens Area Schools Board of Education, except those items clearly and expressly agreed to in this Agreement, are retained by the Board of Education. Management's rights include, but are not limited to: managing and controlling the Athens Area School District's business, its equipment, its operation, and the direction of the personnel and affairs of the Athens Area School District.

ARTICLE III

NON-DISCRIMINATION

Both parties affirm their commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin. If an employee seeks redress of an alleged violation of this Article in any form other than that established in Article VI, the employee will have waived the rights he has under Article VI.

ARTICLE IV

VISITATION

Upon request by the Union, and upon presentation of proper credentials, Officers, who may be accompanied by accredited representatives of the Union, shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether this Agreement is being observed by the parties, or for assistance in adjusting grievances, provided said visitation shall not disrupt orderly operations.

ARTICLE V

STEWARDS

A. Employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.

B. Arrangements may be made by the immediate supervisor of the Chief or Alternate Steward for sufficient time for the purpose of investigating grievances and to attend grievance and negotiating meetings.

C. During their terms of office, the Chief or Alternate Steward shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status. For purposes of this Article, the terms lay-off and recall are strictly limited to situations where an employee is removed from active employment with the Board, or is returned to active employment by the Board.

The Union agrees to hold the Board harmless against all claims, demands, suits or other forms of liability that shall arise out of the application of Section C.

D. The Chief Steward shall be supplied the following information upon request: name, social security number, address, assignment, and date of seniority, which shall be the date regular driver status is acquired. If two (2) individuals acquire regular driver status on the same day, the individual who has the largest sum of the digits of his social security number shall be declared the most senior.

ARTICLE VI

GRIEVANCE PROCEDURE

A. *Definitions*

1. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.
2. The term "employee" may include any individual or group covered by this Agreement.
3. The grievant is the person making the claim.
4. The term "working days", when used in this Section, shall be defined as any day in which school is in session, or when buses have been scheduled to run.

B. *Procedure*

1. **Time Limits**

(a) Any grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the grievant or the Union first became aware of the conditions giving rise to the grievance, shall not be considered a grievance under this Agreement.

(b) Any grievance which is not appealed within the specified time limits set forth in a grievance step-level shall be considered settled on the basis of the decision rendered at the previous step-level. If the answer to a grievance is not given within the specified time limits of that step-level, the appealing party may automatically appeal the grievance to the next level of the Grievance Procedure.

(c) The time limits provided in this Article are to be as strictly observed as possible, noting that every effort should be made to expedite the process. However, time limits may be shortened, extended or waived at any step by written mutual agreement.

2. A grievance concerning alleged safety hazards may be processed directly to Step Two of the Grievance Procedure.

C. Steps

1. Step One

Any employee having a grievance shall present it orally to his supervisor for decision. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Chief Steward.

2. Step Two

(a) In the event the grievance is not settled orally by the supervisor as indicated in Step One, the Chief Steward shall submit the grievance in writing to the Superintendent of Schools within five (5) working days from the date of the oral presentation. The grievant and the Chief Steward shall sign the grievance forms. The grievance forms must indicate: (1) a statement of the grievance and the facts upon which it is based, citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested.

(b) The Superintendent shall meet with the Chief Steward at a time mutually agreeable, but not later than fifteen (15) working days following the date of the receipt of the appeal.

(c) Following this meeting, the Superintendent shall provide a written decision to the Chief Steward within five (5) working days.

3. **Step Three**

If the grievance has not been resolved in Step Two, the parties may mutually agree to take the matter to mediation by requesting the services of the Federal Mediation and Conciliation Service (FMCS). Either party may make a request for mediation within five (5) days of receipt of the written Superintendent's disposition at Step Two.

4. **Step Four**

(a) Should the grievant be dissatisfied with the disposition of the grievance, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, it must do so in writing within fifteen (15) calendar days from the date the decision rendered by the Superintendent was due.

(b) The rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the arbitration proceedings. The Board and the Union agree that in any such arbitration proceedings any ground or any evidence not previously disclosed to the other party will be relied on. Both parties agree that judgment thereon may be submitted to any court of competent jurisdiction. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

D. **Costs**

Any fees and expenses related to any form of arbitration shall be equally shared by the Board and the Union. All other expenses will be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

E. **Future Claims**

Regardless of the expiration of this Agreement, any claim or grievance arising while this Agreement is in force may be processed through the Grievance Procedure until resolved.

ARTICLE VII

SAFETY PRACTICES

The Board will take measures to prevent or eliminate any hazards which employees may encounter at their places of work, in accordance with the provisions of OSHA, State or local regulations.

ARTICLE VIII

JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency. An emergency shall be defined as a time when no employee of this bargaining unit can be reached or made available. Bus drivers shall be employed by the Board of Education for the purpose of driving a school bus, van, or station wagon used by the school for transporting students. Union drivers will drive regularly scheduled school vehicles. Other individuals (e.g. parent, guardian) may be authorized to drive vehicles other than school buses occasionally for special circumstances.

ARTICLE IX

CONTRACTUAL WORK

The parties recognize the obligation of the Board to the right of contracting or subcontracting services, providing the contracting or subcontracting of such services will not be used for the purposes of undermining the Union nor discriminating against any of the employees of the bargaining unit.

ARTICLE X

DISCIPLINE

No non-probationary employee shall be disciplined without just cause, and a written statement of such cause will be given to any disciplined employee. When the Board feels disciplinary action is warranted, it shall notify the employee of the fact in writing within five (5) working days of the date that the Board first became fully aware of the conditions giving rise to the discipline. In the event the investigation of an incident by the Employer extends beyond five (5) working days, the five (5) day time limit will be extended for an additional five (5) working days. Further extensions are subject to agreement between the parties.

ARTICLE XI

SENIORITY

A. A newly hired employee shall be on a probationary status for thirty (30) continuous work days when at least two (2) regularly scheduled runs are driven each of the work days taken from and including the first day of employment. If at any time prior to the completion of the thirty (30) continuous work day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the employee or the Union. Probationary employees who absent themselves on scheduled work days without authorization shall have broken probation and shall be released from employment. (Note: The Board will not arbitrarily or capriciously refuse to grant an absence authorization.) Any period during which the schools are not operative shall not constitute a break in the probationary period.

B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire as a regular driver. In the event that the Board hires two (2) employees on the same date, the employees would then be placed on the seniority list based on the procedure in Article V(D).

C. If employees are laid off, lay-off shall be based on seniority, with employees having least seniority being laid off first, except the Special Education runs, which shall be maintained as a block to be filled by the most senior qualified person. Recall shall be in reverse order of lay-offs.

D. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

1. He is discharged for cause and not reinstated through the Grievance Procedure;
2. He retires;
3. He quits;
4. He is laid off for a period of one (1) year;
5. He fails to report for work following a lay-off within five (5) working days after he is notified to do so in person or by telephone, by telegram, or by certified or registered mail, sent to his address of record with the supervisor. It shall be the obligation of the employee to supply the supervisor with a current address;
6. He is absent from work, without permission for three (3) consecutive scheduled work days;

7. He is on sick leave of absence for a period of one hundred eighty (180) assigned work days, or the length of his available sick leave, whichever is greater; and/or

8. Unless the absence is authorized, he shall lose his regular driver status and seniority if he does not report for work on the first day of scheduled driving of the beginning of the school year.

E. Seniority shall be retained, but shall not increase, for an employee who transfers to a supervisory position. The employee shall have the right to exercise the seniority he had accumulated prior to changing to a supervisory position, and may return to the bargaining unit in the event the employee leaves his supervisory position.

F. A seniority list showing the employee's date of hire and accumulated runs shall be furnished to the Union and each employee of the bargaining unit at the beginning of each contract year.

G. Seniority shall be defined as the length of service as a bus driver from the employee's last date of hire.

Seniority shall not accumulate during authorized unpaid leaves of absence in excess of one (1) year, or during periods of lay-off.

ARTICLE XII

DEFINITIONS AND ASSIGNMENTS

A. Whenever used in this Agreement, the following definitions will apply:

1. ***Regular Driver***

A regularly scheduled employee working as a school bus driver who is assigned to one (1) or more regular school bus routes. A regular driver must have completed all probationary period requirements in this Agreement.

2. ***Probationary Driver***

An employee hired to drive school buses on one (1) or more regular school bus routes who has not met regular driver requirements, and who is working to fulfill probationary period requirements.

3. ***Substitute Driver***

An employee hired as a school bus driver who can be called at any time to drive a run on an ad hoc basis.

4. ***Regular Bus Route***

Transports students to, from and between schools, except for the Shuttle Bus Route, on a regular basis with regularly scheduled stops.

5. ***Out of District Runs***

Transports students between the Calhoun Area Technology Center, the Battle Creek Area Mathematics and Science Center, other academic programs and Athens High School.

6. ***Special Education Runs***

Transports Special Education students.

7. ***Extra Trip Run***

Transports persons to and from school-sponsored events.

8. ***Summer Runs***

All runs that take place between the end of the school year and the beginning of the next school year.

9. ***Training Runs***

Runs where a regular bus driver, supervisor or other qualified, certified individual is used to train drivers.

10. ***Rain Shuttle***

When an eligible driver is called in to transport students between buildings because of inclement weather, the driver shall be paid the extra trip rate and be on duty for one (1) hour.

ARTICLE XIII

ANNUAL ASSIGNMENTS

A. Drivers may bid on an unlimited number of runs. Each run would be bid as an individual run, except for the Special Education and Vocational Education runs, which would be bid as a block (i.e. the most senior driver wanting the Special Education runs takes the block and the most senior driver wanting the Vocational Education runs takes the block). Otherwise, the Special Education and Vocational Education runs are open just as are all others. Buses will be assigned to runs.

B. Bidding will take place once per year, each August of the Agreement. Once bids are awarded, the bidding schedule will be as follows:

1. Runs posted for bid: second Monday in August;
2. All bids due: by close of business the Friday following the second Monday in August; and
3. Posting of bidded runs: one (1) week after all bids are due.

C. In the event that an assigned route is absorbed into another route(s), the driver left without a route may bump anyone with less seniority.

D. In the event of a vacancy due to a new run being created, or a regular run driver terminating employment, the vacancy will be put up for bid. A substitute driver shall fill the vacancy until the bid process is completed, but no longer than ten (10) days. A maximum of two (2) changes in existing runs will be allowed.

ARTICLE XIV

LEAVES

A. *Sick Leave and Personal Leave*

1. Sick leave accumulates at a driver's daily run rate per month for nine (9) months each year. When an employee has accumulated two hundred forty (240) runs, he/she will be entitled to up to three (3) days of paid leave for that year for time accumulated over two hundred forty (240) runs which may be granted by the supervisor. If the supervisor feels that a driver has abused the sick leave, the supervisor may request proof of illness from a physician on the next request.

Effective July 1, 1990, leave days will accrue and be utilized in runs. A driver, for example, with only an a.m. and p.m. run will accrue sick leave time at the rate of two (2) runs per month. Those days accumulated as of June 30, 1990, will be converted to runs based upon the driver's regularly assigned routes and runs as they existed at the conclusion of the 1989-1990 school year. For example, a driver ending the year with an a.m. and p.m. high school route would accumulate sick leave at the rate of two (2) runs per month when converting.

Emergency leave of up to three (3) days may be granted with the approval of the Superintendent.

2. Sick days may be accumulated to a maximum of two hundred forty (240) runs.

3. The Board reserves the right to require a physician's statement upon return from absence because of illness or injury lasting over three (3) days.

4. Employees may use sick leave for the following:

(a) Personal illness or injury;

(b) Emergency medical and dental treatment;

(c) Illness of a member of the immediate family. Immediate family shall be defined as husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law and grandchildren. Up to three (3) days may be used per illness;

(d) Accumulated sick runs shall be compensable upon termination at twenty-five percent (25%) of the total accumulation.

5. Each regularly assigned driver shall receive two (2) paid personal leave days per year. A day is established on the first day of the school year for all regular drivers, or the first day that a new driver is appointed as a regular driver. Each day will be converted to runs based on the number of runs that each driver has on the determination date.

(a) Personal leave is to be used to conduct legitimate business that cannot be scheduled at a time when the driver is not scheduled to drive;

(b) Personal leave is not to be used for pleasure or profit;

(c) A driver can only accumulate two (2) personal leave days;

- (runs);
- (d) Unused personal leave days are converted to sick leave days
 - (e) Personal leave days can be taken by the run;
 - (f) Requests for personal leave must be made no less than forty-eight (48) hours in advance, except in cases of emergency;
 - (g) The Board has the right to ask bargaining unit members the reason(s) for requesting personal leave days;
 - (h) The Board has the right to limit the number of personal leave days to two (2) drivers on a given day, excluding emergency situations.

B. *Worker's Compensation*

An employee who is absent because of injury or disease acquired on the job, and which is compensable under the Worker's Compensation Law, shall receive the difference between the amount awarded by Worker's Compensation and the amount normally earned. The amount normally earned shall be the average of the prior three (3) months earnings in the current year, or if there are less than three (3) months elapsed in the current year, then the average shall be calculated from the first driving day of the current school year. Each day of absence shall be charged against accumulated earned sick leave. Payment by the Board will cease when the employee has used all accumulated sick leave. Payment of such benefits may be withheld until the exact amount of the compensation due is computed. Claims must be filed within ten (10) days of the beginning of the injury or disease. Forms are available in the Superintendent's office.

C. *Bereavement Leave*

1. In the event of a death in the employee's immediate family, the employee will receive his regular pay for a period of up to five (5) working days. The immediate family shall be construed to mean the following: spouse, children, parent, brother, sister, grandparent, mother-in-law, father-in-law, and grandchildren.

2. In the event of the death of an employee's brother-in-law or sister-in-law, the employee will receive his regular pay for a period of one (1) working day for the purpose of attending the funeral service.

D. *Family Illness*

A leave of absence without pay may be granted for an illness in the immediate family. Any leave of this type shall not be charged against the employee's earned sick leave allowance. The immediate family shall be construed to mean the following: mother, father, father-in-law, mother-in-law, spouse and children.

E. Other Leaves

Leaves of absence without pay, upon written request to the Superintendent, may be granted to employees without loss of seniority. Seniority will not be accumulated while the employee is absent without pay. The leave may be cancelled if the employee is incarcerated for crimes for which the employee is convicted during the leave. To be eligible for a leave of absence, the employee must have been employed by the Board for at least one (1) full unbroken school year as a regular bus driver.

F. An employee granted a leave of absence of up to thirty (30) calendar days by the Board will be given his previously held bus run(s) upon return, if same still exists. This is not to imply that the vehicle will be the same, nor the duration and specific stops of a route will be the same.

G. An employee shall notify the transportation supervisor in writing at least ten (10) calendar days preceding the expiration date of a leave of absence, and indicate the desire to return, request a leave extension or resign. Failure to notify will be considered as having terminated employment.

H. Notice of intention to return to duty without restriction(s) after major illness or maternity leave shall be accompanied by a written statement from a physician or psychiatrist certifying the fitness of the employee to fulfill the responsibilities and duties of his/her assignment. If there is reason for the Superintendent to believe the employee is not fit for duty, the employee may be required to have an examination by a physician or psychiatrist appointed by the Board, who reports the findings to the Board, and whose costs are paid by the Board.

I. Maternity Leave

1. An unpaid maternity leave of absence in excess of accumulated sick leave may be granted to a pregnant employee. Leave shall commence upon the request of the employee, provided that she is physically able to perform her work responsibilities prior to commencing maternity leave. Likewise, she may terminate the leave anytime after pregnancy, provided that she is physically able to perform her work responsibilities.

2. An employee on unpaid maternity leave shall not lose or accumulate seniority during the period of the leave, as with other types of unpaid leaves of absence.

ARTICLE XV

BIDDING OF ROUTES AND EXTRA RUNS

A. Bidding of all routes will be governed by seniority, with the exception of the Special Education and Vocational Education routes, each which will be bid as a block, except that when the Special Education runs number over the current block, the additional runs will each be bid separately.

B. Procedures to fill routes when vacancies occur as:

1. **Temporary**

A vacancy of thirty (30) working days or less which can be extended by mutual consent of the Union and the supervisor.

(a) The opening will be filled by a substitute driver;

(b) The supervisor is to notify the Union of the temporary vacancy.

2. **Regular**

A vacancy on a regularly scheduled route exceeding thirty (30) working days, which has no regular driver assigned.

(a) The opening will be assigned to a substitute driver during the posting period;

(b) The route will be posted on the employees' bulletin board for a period of three (3) regular working days; the most senior driver bidding will be awarded the route;

(c) If there are no bidders from the seniority drivers, the route will be awarded to a bidding substitute driver;

(d) All bids will be submitted on a bid form provided by the supervisor;

(e) All drivers successfully bidding a route must accept that route.

C. **Extra**

1. Extra trips will be assigned on a rotating basis among the regular drivers first, followed by substitute drivers.

2. Extra trips will be posted on the employees' bulletin board as soon as the supervisor becomes knowledgeable of the request.

3. Extra trip rotation list shall go by seniority with the most senior drivers having first choice. This procedure will follow until all drivers have had an extra run or the opportunity for such.

4. Extra trips will normally be posted by 11 :00 a.m. on a Tuesday, and drivers desiring such runs must sign the list by the following Thursday at 11 :00 a.m. In case of an emergency or late posting, trip would go to next senior driver in rotation. Drivers who have declined a turn will be considered as having taken their turn for rotation purposes.

5. Drivers will be paid for all extra trips that are cancelled and less than twenty-four (24) hours notice is able to be given. Drivers will not be paid if more than twenty-four (24) hours notice can be given and normal attempts have been made to notify the driver of the trip cancellation. A driver having had a cancelled trip which has not been paid shall be placed next in rotation for new trips. Sporting events postponed due to weather conditions will be offered to the original driver.

6. Overnight trips shall be paid at the trip rate for each hour worked in a twenty-four (24) hour period. Lodgings will be reimbursed to the drivers upon presentation of properly dated and certified receipts. A meal allowance of fifteen dollars (\$15.00) per twenty-four (24) hour period will be provided each driver. One (1) extra driver will be assigned for overnight trips with a one-way distance of two hundred (200) miles or more, excluding Cedar Point and Chicago.

7. Whenever a driver is assigned an extra trip during their regularly scheduled route assignment, they will be paid as follows:

(a) Payment shall be at least equal to or greater than the amount that would have been earned during the run normally driven.

8. All drivers will be admitted to activities for which they drive, either by ticket or pass, or they will be reimbursed for the price of admission upon receipt.

D. Out of District Runs

<i>From (minimum)</i>	<i>To (minimum)</i>	<i>X Run Rate</i>
0	80	1.00
81	100	1.33
101	120	1.67
121	140	2.00
141	160	2.33

1. Time of run must be established and documented by driver and supervisor.
2. Once established, run is not dependent upon students absent.
3. Any change in length must be explained and justified.
4. Run not dependent upon weather conditions or breakdown (covered in another part of Contract).

E. Emergency and required meetings may be called by the Superintendent or the supervisor, and all drivers will be expected to attend unless excused. Drivers will be paid for such meeting time at the extra trip rate.

ARTICLE XVI

BULLETIN BOARDS

A. The Union shall be entitled to post reasonable Union notices on an employee bulletin board located at their place of work. The bulletin board shall be used only for the following notices:

1. Union information; and
2. School information.

B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any labor organizations among its employees, and no material or announcements which violate the provisions of this Section shall be posted.

ARTICLE XVII

HOLIDAYS

A. Each employee covered by this Agreement shall receive the following holidays off with pay:

Friday before Labor Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Memorial Day
Good Friday

B. *Eligibility Requirements*

The employee must work the full period of their last scheduled work day prior to and their next scheduled work day following the holiday or holiday related day, unless excused by the supervisor.

1. When a holiday falls on a weekend, employees will get off the day/days preceding or following the weekend holiday, providing the schools are not in session on any such days.

If school is in session on Good Friday, then another day shall be substituted for the Good Friday holiday.

ARTICLE XVIII

ACT OF GOD DAYS

For any days declared as an emergency in the area by the State or Governor of the State of Michigan, the garage mechanic employees in this bargaining unit shall not be required to report for work, and shall receive their normal day's pay for such days.

ARTICLE XIX

IN-SERVICE

Employer will pay for registration or cost of in-service, as well as fees and costs associated with acquiring and maintaining required garage mechanic certifications and licenses, which have been approved by the Superintendent.

ARTICLE XX

MILEAGE

Employees who use their own vehicles for district business shall be compensated for their mileage at the IRS Standard.

ARTICLE XXI

JURY DUTY

A. An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day, and the daily jury fee paid by the court (not including travel allowances or reimbursements of expenses) for each day on which he reports for or performs jury duty, and on which he otherwise would have been scheduled to work. This payment provision shall also apply when the employee is summoned as a witness in a court hearing, so long as the employee is not testifying against the Board.

B. In order to receive payment, an employee must give the supervisor prior notice that he has been summoned for jury duty or as a witness, and must furnish satisfactory evidence that he reported for or performed such service on the days for which he claims payment.

C. An employee who volunteers (without being summoned) for such service will not receive the benefits listed above.

ARTICLE XXII

PROTECTION OF EMPLOYEES

A. Limited liability insurance carried by the Board shall protect the employees against civil suits brought against them, growing out of the exercise of their regular duties.

B. All cases of accidents, injury or assault involving employees or students, growing out of the exercise of employee duties or school activities, shall be reported to the supervisor promptly.

C. Complaints by parents, students or other members of the public directed at an employee for actions resulting from school duties, shall be called to the attention of the employee as soon as possible.

ARTICLE XXIII

COMPENSATION

A. Employees covered by this Agreement shall be paid according to the wage rates in Schedule A.

B. Established run rates include a.m. and p.m. pre and post-time of fifteen (15) minutes each. Pre-trip times include fuel and safety checks. Post-trip times include fuel, cleaning, reports, etc.

ARTICLE XXIV

MISCELLANEOUS

A. Rules and regulations will be available to drivers in the transportation office prior to the opening day of each school year.

B. As evidence of his/her physical fitness and mental alertness, the driver shall submit to a physical examination by a reputable physician designated by the Board, and he shall present the physician's certificate to the Superintendent. The Superintendent who has reason to believe that a driver is not physically qualified to drive a school bus may require a physical examination for that driver at more frequent intervals. In the event the driver prefers to utilize his/her own physician, he/she may request permission to do so. The cost of the physical in such instances shall be limited to forty-five dollars (\$45.00).

C. The Board will reimburse drivers for the cost of obtaining a Commerical Drivers License once their current chauffeur's license expires.

Reimbursement will be made upon presentation of receipts by the driver. The driver will sign a form acknowledging he/she shall reimburse the district for the appropriate portion of the license cost if he/she severs employment prior to the expiration of the license.

D. All regular bus drivers must attend in-service workshops that are scheduled by the Superintendent of Schools or his designee.

E. All extra time required because of breakdown shall be compensated. Compensation for breakdown time will begin after normal run time has been spent.

F. ***Extra Run Meal Allowance***

Extra runs of over three (3) hours duration, which will not end by 12:00 p.m. (noon) or 6:00 p.m., shall entitle the driver to a meal allowance for one (1) meal. Runs extending through both times entitle the driver to a meal allowance for two (2) meals.

G. Drivers called in for an emergency closing of a school will be paid for runs completed.

H. In the event school is cancelled, bus drivers shall not be required to report to work.

I. The Board shall make the required payment to the Michigan School Employee's Retirement System.

J. Drivers are required to construct route lists and keep them updated throughout the year. Drivers will be compensated for such construction as prescribed in Schedule A.

K. Drivers will be paid twenty dollars (\$20.00) per vehicle for washing and cleaning a vehicle. Vehicles will be washed upon direction of the transportation supervisor. All items necessary for drivers to clean vehicles will be furnished by the school district.

For any annual cleaning directed by the transportation supervisor, drivers will be paid twenty dollars (\$20.00) per vehicle for washing and cleaning the exterior, and twenty-five dollars (\$25.00) per vehicle for washing and cleaning the interior. The Board will create a checklist for the driver to follow.

L. ***Extra Trip Guarantees***

Extra trip runs will be paid at the hourly rate set forth in Schedule A for all time spent portal to portal, with a one and one-half (1-1/2) hour minimum guarantee for each trip.

M. All regular run wages will be based on twenty-six (26) pays.

ARTICLE XXV

NO STRIKE - NO LOCKOUT

The Union agrees that during the term of this Agreement, it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. The Board of Education agrees that during the term of this Agreement it will not lockout any of the employees covered by this Agreement.

ARTICLE XXVI

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in this Agreement shall not be changed unless the present Agreement is replaced by a new Agreement.

ARTICLE XXVII

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. No modification of this Agreement shall be effective unless executed in writing between the parties.

B. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder. If any such provision or application is deemed null and void, the parties shall enter into immediate negotiations for the purpose of arriving at a provision and/or application in compliance with law.

ARTICLE XXIX

TERMINATION AND MODIFICATION

A. This Agreement shall be effective upon ratification by the Board and shall continue in full force and effect until June 30, 2010.

B. If either party desires to modify this Agreement it shall give written notice of its desire ninety (90) calendar days prior to the termination date, or any subsequent termination date. If notice of amendment of this Agreement has not been given by either party, this Agreement shall continue in full force and effect from year to year thereafter, subject to such notice from either party of ninety (90) calendar days written notice prior to the current year termination.

C. Notice of modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and to the Board, addressed to Athens Area Schools, 300 East Holcomb Street, Athens, Michigan 49011, or to any other address the parties may make available to each other.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed
this _____ day of _____.

**ATHENS AREA SCHOOLS
BOARD OF EDUCATION**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**

Dennis Hart

Ray Bell
Business Manager

Rollie K. Davis

James L. Smith
President

Shirley Truesdell

[Signature]
Recording-Corresponding Secretary

SCHEDULE A
COMPENSATION SCHEDULE

A. Bus Drivers

<i>Years of Active Employment</i>		<i>Regular</i>	<i>Regular</i>
	2007-2008	2008-2009	2009-2010
0	\$20.16	\$20.36	\$20.67
1	\$20.53	\$20.74	\$21.05
2	\$21.10	\$21.31	\$21.63
3	\$21.73	\$21.95	\$22.28
4	\$22.57	\$22.80	\$23.14
5	\$23.37	\$23.60	\$23.95
10	\$23.63	\$23.87	\$24.23
15	\$23.83	\$24.07	\$24.43
** Extra Trips	\$12.01	\$12.13	\$12.31

** For those who give up a regular run for an extra trip, an added hour will be used to factor the first hour.

Meal Reimbursement Allotment

Lunch Six dollars fifty cents (\$6.50) per meal.

Dinner Eight dollar fifty cents (\$8.50) per meal.

In-Service Workshops

2007-2008 \$11.50 per hour

2008-2009 \$11.62 per hour

2009-2010 \$11.79 per hour

Breakdown Time

2007-2008	\$11.50 per hour
2008-2009	\$11.67 per hour
2009-2010	\$11.79 per hour

Run Lists

Twenty-five dollars (\$25.00) per list. When an out of district run has an additional stop added to it, the length of time attributable to the added stop will be paid at an hourly rate derived from the regular run schedule (1 run = 1 hour).

Jackets

The district agrees to provide sixty dollars (\$60.00) every two (2) years to all regular drivers for the purchase of jackets.