

AGREEMENT

between

**FAIRVIEW
AREA SCHOOLS**

- and -

**TEAMSTERS
LOCAL
214**

July 1, 2007 through June 30, 2010

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FAIRVIEW AREA SCHOOLS

THIS AGREEMENT made and entered into by and between the FAIRVIEW AREA SCHOOLS located at FAIRVIEW, MICHIGAN, party of the first part, and hereinafter termed the “Employer”, and LOCAL UNION NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the “Union”.

WHEREAS, both parties are desirous of striving toward excellence in the operation of an educational facility for the Fairview Are a School District.

ARTICLE 1
RECOGNITION/EXTRA CONTRACT AGREEMENTS

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement, listed in the attached Schedules, and as included in the Transportation Department.

Section 2. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms of the provisions of this agreement, or which in any way affects wages, hours or working conditions of said employee, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 3. The Employer agrees to respect the jurisdictional rights of this Union and shall not direct or require their employees, other than employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

Section 4. If the Board is considering exercising its right to subcontract to the point where regular bargaining unit members will be laid off, the Union will be notified at least thirty (30) days prior to the date of the Board meeting when such a decision will be made. The Employer agrees to provide the Union with available information they may need in formulating a proposal to present to the Board. However, the parties recognize that the final decision is at the discretion of the Board.

Section 5. Employees must work a minimum of ten (10) hours per week within a specific job classification to be eligible for membership in the Union and covered by this Agreement.

ARTICLE 2
AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for those classifications of employees covered by this Agreement and listed in the attached Schedules.

Section 2. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 214 employees, and transmit such deductions and payments to the Local Union.

- a) Amount of initiation fee and dues will be certified to the Employer by the Secretary/Treasurer of the Union.
- b) Monthly agency fees, union dues and/or initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

Section 3. Probationary employees who become part of the bargaining unit shall commence payment of Union dues and initiation fees or a service charge per terms and conditions of union after thirty (30) work days of continuous employment with Fairview Area Schools.

ARTICLE 3
BOARD RIGHTS

Section 1. The Board, on its own behalf of the electors of the Fairview Area School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

Section 2. It is understood, by all parties to this contract, that the management of the school system and the direction of the working forces, including the right to plan, direct and control school operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved production methods or facilities, are vested exclusively in the Board.

Section 3. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiation with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

Section 4. All appointed officers, supervisors, confidentials, ~~(central office staff)~~ and part-time or temporary employees scheduled to work less than ten (10) hours per week are exempt from the Union contract, from Union Membership, from representation Union fees and from Union rules governing employees.

Deleted: (identified as the Secretary to the Superintendent, Central Office Bookkeeper)

ARTICLE 4
LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article IX of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Deleted: SECTION 5. All Head Custodians are exempt from the provisions of the Union contract, Union membership and representative Union fees.

ARTICLE 5
SENIORITY AND PROBATION

Section 1. ~~Seniority is defined as the total length of continuous service within the district including layoff periods, but excluding leaves of absence where seniority does not accrue. Seniority will begin on the first scheduled day of work.~~

Deleted: The term "seniority" shall be defined as the length of continuous service as an employee of the Alcona Community Schools from the most recent date of hire.

Section 2. Date of hire shall be the date of the action by the Board of Education to employ an individual. ~~In the event two or more employees have the same seniority date but different dates of hire, the individual(s) with the earliest date of hire would be ranked as higher relative seniority. In the event two or more employees have the same date of hire and seniority date, then the seniority will be determined by a lottery system. The lottery will be held at a date, time, and place agreed upon by the Board and the Union, and will be conducted in the presence of the newly hired employees, Superintendent (or his/her designee) and Union representative.~~ Seniority shall be granted only after the completion of the probationary period addressed in Section 3 below.

Deleted: Seniority shall be the date at which the employee is scheduled to first report to work.

Deleted: date of hire and , then seniority shall be determined by the date and time at which the offer of employment was accepted by each employee.

Section 3. New employees may acquire seniority after being employed sixty (60) calendar days. After being employed, ~~sixty (60) calendar days, the employee will be granted seniority back to the date the employee was first scheduled to report to work.~~

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Section 4. The Employer shall annually, at the beginning of the school year, post a list of the employees arranged in order of seniority. If an employee disagrees with the seniority list, he/she will promptly, within 10 work days, notify the Employer in writing, stating the bases for such disagreement.

Section 5. Seniority shall be broken only by discharge or voluntary quit; ~~or during a leave of absence where it is specified seniority does not occur;~~ or lay-off for a period of more than two (2) years.

Section 6. The Steward shall be granted super-seniority for purposes of lay-off and rehire providing he/she has the ability and qualifications as determined by the Employer.

Section 7. New hires shall be subject to a six-month probationary period. The probationary wage shall be twenty-five cents (.25) below the rate in all categories. Probationary employees shall be evaluated during the first six months of employment and shall be considered at will employees

ARTICLE 6
LAY-OFF AND RECALL

Section 1. Strict seniority shall prevail when lay-off or recalls are necessary within the Transportation Department.

Section 2. In reducing the work force because of lack of work or lack of funds, the first employees to be laid off are to be the part-time, and then the full-time employees.

Section 3. In rehiring procedures, the last employee laid off will be the first rehired.

Section 4. In the event of a lay-off, an employee so laid-off shall be given two (2) work weeks notice of lay-off and recall to work; mailed to his/her last known address by certified mail. It shall be the responsibility of the employee to keep the Employer advised of his/her current address. In the event that the employee fails to make him/herself available for work at the end of said two (2) work weeks from the date of the notice of recall, he/she shall lose all seniority rights under this Agreement and it shall conclusively be considered to constitute the employee's resignation.

Section 5. In the event of a lay-off, substitute employees will not be used to supplant laid-off employees.

Section 6. It is understood that no temporary demotions in supervisory positions into the bargaining unit will be made during temporary lay-offs.

Section 7. A lay-off period shall not extend beyond three school years; after that period, the position shall be considered abolished. Rights of recall shall end with the abolishment of the position which had been held.

ARTICLE 7
VACANT POSITIONS AND TRANSFERS

Section 1. Vacancies shall be defined as unfilled bus routes. Vacancies will be filled according to seniority.

Section 2. When a position is permanently vacated: The Employer shall post within five (5) work days; such open position to be filled by seniority. Bids shall be received in writing and the position shall be posted; and, if possible, filled by the successful bidder within ten (10) work days.

Section 3. When a vacancy occurs, employees bidding on such vacancy shall be awarded such position based on the procedure set forth in Section 1-2 above.

Section 4. The Employer reserves the right to hire supervisory and salaried employees at its own discretion, and will consider existing employees who apply.

Section 5. Except as stated elsewhere in this Agreement, in the event management has been informed and is assured of a temporary job opening of ~~ten (10)~~ work days or more due to illness, emergency leave, vacation, temporary work increases, weather, etc., the Employer will fill such jobs by offering them to the most senior employee within the Department of the bargaining unit, if qualified. The jobs will be offered by being posted, with interested employees to submit a bid by the deadline stated on the notice. All such assignments will be paid at the present rate called for in that classification.

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Section 6. Resignation is defined as notification by an employee that she/he will be stepping down from his/her position due to retirement or quitting. A notice to the employer of not less than (2) two work weeks shall be made; loss of PTO days may be made in lieu of days of notice.

ARTICLE 8 **DISCHARGE OR SUSPENSION**

Section 1. The Employer shall not discipline an employee without just cause, but in respect to discharge or suspension for more than three (3) work days, the Employer shall give at least three (3) warning notices against such an employee, (oral, first written and second written). Upon the first written notice, an assistance meeting will be conducted between the employee, Union steward and appropriate administrator, except as stated below, in writing and a copy of the same to the Teamsters Local Union #214, Detroit and the Steward.

Section 2. No warning notice need be given to an employee before he/she is suspended or discharged if the cause is dishonesty, being under the influence of an alcoholic beverage, being under the influence of a controlled substance drug and/or reckless behavior, loss of drivers' license or failure to maintain endorsements.

Section 3. The warning notice as herein provided shall not remain in effect for a period of more than five (5) years from the date of said warning notice. The Superintendent and Supervisor shall review the matter annually, after twenty-four (24) months and may opt to terminate the effective period of the warning at each review. Any employee may request an investigation as to his/her discharge or suspension. Discharge must

be by notice to the employee and the Union. Should such investigation prove that an injustice has been done

to an employee, that employee shall be reinstated and compensated at his/her usual rate of pay for the period

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he/she was out of work. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) work days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) work days and decision reached within fifteen (15) work days from the date of discharge or suspension.

Section 4. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer for the duration of the unauthorized work stoppage or slow-down shall have the sole and complete right of discipline, including discharge. Any violations of this Section are not entitled to the provision of Article 9.

Section 5. Professional behavior is expected of all staff members. When disagreements arise, issues should be addressed between disputants before taking the matter to a supervisor or beyond. In any dispute, employees shall refrain from unprofessional behavior such as screaming, belittling or making disparaging remarks in front of students and peers.

Section 6. Each driver shall possess and maintain a valid Michigan Commercial Drivers' License with the endorsements required by law for the operation of the equipment used for pupil transportation. Failure to maintain or retain this condition shall result in the employee being placed on unpaid leave and may result in dismissal if the condition is not met within ninety (90) days.

ARTICLE 9
GRIEVANCE PROCEDURE

- A. A "grievance" is a claim, by one (1) or more employees, of improper application of this agreement.
- B. Any employee having such a grievance may discuss the matter with the Transportation Supervisor during non-driving hours, with the object of resolving it informally.
- C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:
1. Step One - The grievance shall be reduced to writing within five (5) business days, signed by the employee or employees involved, and submitted to the Transportation Supervisor.
 - a. The grievance shall specify the facts giving rise to the grievance, the Article and Section of the agreement allegedly violated, and the relief requested.
 - b. The Transportation Supervisor shall submit an answer, in writing, within ten (10) business days. One (1) copy of that decision shall go to the grievant and one (1) to the Union Steward.
 2. Step Two - Within five (5) business days after receiving the decision of the Transportation Supervisor, the aggrieved employee or Union may appeal to the Superintendent of Schools or his/her designated representative.
 - a. The appeal shall be in writing and shall contain the reasons for the appeal.
 - b. Within ten (10) business days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved employee a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the employee involved, the Union, and the Transportation Supervisor.

3. Step Three - Within five (5) business days after receiving the decision of the Superintendent, the Union shall notify the Michigan Employment Relations Commission of its desire to have a state mediator assigned to mediate the grievance.
 - a. Once the state mediator has been assigned, the Employer and/or designated representatives, the Union, and the grievant shall meet with the state mediator in an attempt to settle the grievance.
 - b. Within ten (10) business days after receipt of the mediator's recommendation, the superintendent shall render his/her decision in writing. A copy of his/her decision shall be delivered to the employee involved, the Union and the Transportation Supervisor.

4. Step Four - Within five (5) business days after receiving the decision of the Superintendent, the aggrieved employee may appeal to the Board of Education.
 - a. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision at Step Two.
 - b. Within twenty-five (25) business days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved employee and Union representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision shall be delivered to the employee involved, to the Union representative, and to the school superintendent.

ARTICLE 10
STEWARDS AND CHIEF STEWARD

Section 1. The Employer recognizes the right of the Local Union Membership to elect one Steward for the Transportation Department. The authority of the Stewards so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances with his/her Employer or the designated school representative in accordance with provisions of the collective bargaining agreement during working hours without the loss of pay.
- b) The collection of dues when authorized by appropriate Local Union action.
- c) The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
 1. have been reduced to writing, or
 2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The Steward and Alternate have no authority to take strike action or any other action interrupting the Employer's business (except as authorized by official action of the Local Union). The Employer recognizes these limitations upon the authority of Job Steward and his/her alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer Representative. Permission shall be granted.

Section 2. It is also recognized that the Union may use school buildings for meetings, providing school is not in session, and the Union will be responsible for maintenance and supervision at said meetings.

Section 3. The Fairview School Board recognizes the Teamsters Local #214 may grant one (1) Chief Steward for servicing its' members district wide. Said Chief Steward will participate in conjunction with the Job steward in all grievances. Said Chief Steward will have the time necessary to act in this manner without loss of pay or benefits. The Chief Steward will serve on all Safety Panels.

Section 4. The Chief Steward shall be permitted time to investigate, present and process Class Grievances to the Employer without the loss of pay or benefits, and, if necessary, said Chief Steward may be required to serve as witness at any court, tribunal or Unfair Labor Charge hearing in conjunction with said grievance. Arrangements must be made with the School Superintendent for notification to the School Board of said Chief Steward's participation.

ARTICLE 11
EQUIPMENT, ACCIDENTS. AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day.

Section 4. The Employer shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 5. Any employee in any accident shall immediately report said accident and any physical injury sustained to their immediate supervisor. The employee shall provide to the Employer information for the completion of an accident report, including the names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer. A copy of such accident report will be supplied the employee.

Section 6. It is the duty of the employee and the employee shall immediately, or at the end of the respective shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved as being safe by the garage, supervisor and/or Safety Officer.

ARTICLE 12
SAFETY COMMITTEE

Section 1. The Safety Committee will meet at least once each school year and thereafter when necessary. The Committee will consist of the Stewards and the Maintenance Supervisor; with the appropriate Department Head as a resource person when needed. The purpose of the Committee is to promote safety regulations and practices and to recommend procedures for compliance with local, state and federal safety laws and regulations. The Committee shall make its recommendations to the Superintendent. It is understood that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety rules.

ARTICLE 13
WORKER'S COMPENSATION

Section 1. All regular employees shall be covered by the applicable Worker's Compensation laws and school district benefits; provided, also, that where the employee has sick leave reserve and receives income under the Worker's Compensation Act, such income at the employee's option shall be supplemented by the Employer with an amount sufficient to maintain his/her regular salary. The supplement shall end at the time the sick leave reserves are exhausted.

Section 2. It is understood that no employee can realize monetary gains resulting from application of this language in applicable cases. Further, it shall be the employee's responsibility to immediately report any wages received from Worker's Compensation. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

ARTICLE 14
RETIREMENT

Section 1. The Employer is currently a member of the Michigan Public School Employees Retirement System. Provisions will be made for an employee to have his/her service time computed from the first day of employment.

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Section 2. The Board shall contribute to the Public School Employees Retirement System only those amounts it is required to contribute by law. In the event an employee desires to make a contribution to the Member Investment Plan created by P.A. 91, the Board will make the contribution on behalf of the employee by making a reduction in the employee's salary in an amount equal to the employee's contribution.

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ARTICLE 15
TRAINING

Section 1. The Employer recognizes the skills required of the school employees. The Employer further recognizes that in the event that it is necessary that an employee receive additional training during the time of the regular work day, the district will be responsible for the reimbursement of wages for that training. Employees shall be compensated at the following formula:

For any compulsory school or in-service training assigned by the Employer occurring on a leave day or off-duty, the employee will be paid at extra trip rate.

For training on a scheduled work day, the employee shall be compensated from the time of departure from school to the time of return to school. The employee shall be paid at the extra trip rate with the exception that time which would have been spent on a route shall be paid at the route hourly rate.

ARTICLE 16
PERSONAL TIME OFF

Section 1. Upon completion of twelve (12) routes, each driver shall be credited with one PTO unit. A driver may earn no more than twelve (12) such units in a school year. PTO units may be used in half or whole unit increments for any reason except as noted below. Units may only be earned on actual routes driven.

Section 2. At the close of the school year, each driver may opt to redeem units in any combination of the following: Units may be redeemed for cash, be applied to non-redeemable for cash sick time account or to purchase up to two (2) holidays in the following school year. Sick time accounts shall be considered full at one hundred and eighty (180) days. Cash redemption shall be at a flat rate of Twenty Dollars (\$20.00) for each unit, to a maximum of Two Hundred and Forty Dollars (\$240) per year. The rate shall be subject to negotiation change with each new contract. Three (3) units may be combined to purchase a holiday during the following school year; no more than two (2) holidays may be purchased.

Section 3 - PTO may not be used to extend a school break unless the driver is prevented from duty due to illness. PTO may not be used to seek employment elsewhere. Redeemable PTO units must be used prior to drawing units from a sick time account.

Section 4 - To provide for an extended illness until sick time accounts can be built up, any accrued sick leave held prior to this contract shall be carried as a non-redeemable sick time.

Section 5 - In cases of unanticipated personal need within the first four (4) months of each school year, up to three (3) PTO units may be drawn in anticipation of their being credited. Additional anticipated units may be approved by the Superintendent based upon circumstances. Should employment be severed, a final accounting will be made and wages due the Employer will be subtracted from the final paycheck.

Deleted: SECTION 2. Incentive Wage Improvement Bonus: Every employee completing 100 hours of district approved training will receive a one percent (1%) Incentive Wage Improvement bonus, of his/her previous year's earnings, to be divided and paid in two installments on or about October 1 and April 1 of each year. Following the completion of 200 hours of approved training, the percentage will increase to 2%.

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Section 6 - The Employer recognizes the conditions of the Family Medical Leave Act as they relate to the use of PTO and sick time units. Additional or other unpaid leave requests shall be made in writing and submitted to the Superintendent or his/her designee at least five (5) work days prior to the anticipated absence, except in cases of emergency. A written response shall be provided at least three (3) working days following receipt of request. Denial of leave may be appealed to the School Board.

ARTICLE 17
FUNERAL LEAVE

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Section 1. - No more than three (3) days per funeral will be given for funerals in the immediate or personal family. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents, grandparents and grandchildren and brothers-in-law and sisters-in-law. These days are not cumulative.

ARTICLE 18
COMPENSATION

Section 1. Attached hereto and marked "Schedules" are scales showing the classification and wage rates of the employees covered by this Agreement. Said schedules further set forth provisions concerning hours of work, regular working conditions, and other conditions of employment. It is mutually agreed that said schedules and the contents hereto shall constitute a part of this Agreement.

Section 2. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 3. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times.

Section 4. When an employee is required by the Employer to furnish his/her own transportation to and from a job location, he/she shall receive a mileage allowance per adopted Board policy or will be furnished transportation by the school district; but from home to the job is not considered part of this section.

ARTICLE 19
IN LIEU OF INSURANCE

Section 1. The Board agrees to provide to each employee an amount of Four Hundred Dollars (\$400). One half (1/2) of the amount shall be made available to the employee on October 1 each year. The second half of the amount shall be made available to the employee on February 1 each year.

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Section 2. The Board will establish a Flex-Spending Account for all members covered by this contract. The Board will fund each account as described above. Employees may enroll for payroll withholding to fund the accounts at a higher level. Unused funding shall default to the Board.

ARTICLE 20
GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Deleted: Employees with less than 100 days accumulated sick leave will have a limit of 100 days. Employees with more than 100 days will be grandfathered in. Said coverage will be effective January 1, 1993.¶

Section 2. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 3. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her normal duties and responsibilities, except in cases of gross misconduct.

Section 4. The Employer shall post all employee related materials as required by law and this contract in the Transportation bulletin board.

Section 5. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

Deleted: provide an area in the facility where employees thereunder are employed for the posting of seniority and vacation lists and for us

Deleted: Loss or Damage

Section 6. The Employer agrees to furnish all necessary equipment to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

Section 7. - In the event a scheduled work day is canceled in whole or in part due to an emergency, the employee shall be paid for their total hours for that day, for those days not made up. Drivers are to be

Official Copy

notified as soon as possible or before 5:30 a.m. that school is not in session due to Act of God (weather, health, etc.). Drivers shall be paid for all snow days that are not rescheduled.

Section 8. - In the event a scheduled work day is delayed from the normal start time, the employee will be paid for the time of the delay in addition to their regular work day.

Section 9. - Each negotiation team is limited to three (3) in total, unless additional members are agreed upon by the parties.

ARTICLE 21
SPECIAL CONFERENCE

Section 1. For matters not specifically covered by this Agreement, the Parties agree to hold a special conference for the purpose of negotiating mutually satisfactory supplement to this Agreement. Such special conference will be called for this purpose within five (5) work days upon notification from the Union and/or Employer. The party requesting the special conference will prepare the agenda and only those items on the agenda will be discussed. If a special conference cannot be scheduled other than during working hours, the Steward will not lose pay for time spent in such special conference.

ARTICLE 22
JURY DUTY AND COURT APPEARANCES

Section 1. The Employer agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty or subpoenaed on a school related matter.

Section 2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 3. Employees are entitled to travel allowance provided by the City, County or State for miles traveled and reimbursed in the course of jury duty.

ARTICLE 23
SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court, or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of the Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutual satisfactory replacement for the provision held invalid.

ARTICLE 24

TERMINATION OF AGREEMENT

Section 1. This agreement shall be in full force and effect from July 1, 2007 to and including June 30, 2010, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least ninety (90) calendar days prior to date of expiration.

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Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least ninety (90) calendar days prior to June 30, 2010 or any subsequent contract year that such party desires to continue this Agreement but also desire to revise or change terms and conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

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IN WITNESS WHEREOF, the parties hereto have hereupon set their hands and seals

this _____, day of _____, 20 _____.

FAIRVIEW AREA SCHOOLS

TEAMSTERS LOCAL 214

Fairview Board President

Robert V. Donick, Business Representative

Fairview Board Secretary

Bargaining Team Member

Fairview Superintendent

Bargaining Team Member

Dated: _____

Dated: _____

SCHEDULE A
BUS DRIVERS - HOURS OF WORK AND OVERTIME

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Section 1. The regular pay period will be for two (2) weeks, ten (10) working days. Time and one-half (1-1/2) will be paid for all hours over forty (40) hours per week. Time sheets must be properly and completely

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made out before submitting to transportation office or Supervisor no later than the final day of the pay period.

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Total daily hours are to be averaged up to the nearest fifteen (15) minutes. Falsification of time sheets will subject the employee to disciplinary action up to and including discharge.

Section 1.A. Overtime will be allowable only with the expressed permission of management.

Section 1.B. Combinations of assignments that exceed forty (40) hours per week will not be approved except by mutual agreement between the unit member and management. In the event that the number of hours worked per week exceeds forty (40) hours, the employee will be compensated at time and one half (1-1/2).

Management will reserve the right to assign employees to extra trips or extra assignments when in its opinion the assignment would result in overtime.

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Section 2. Drivers will be guaranteed a minimum of two (2) hours per run. The guarantee applies only to

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driving time and shall not be applied to scheduled or unscheduled meetings that may be called. The guarantee of minimum run shall not be interpreted as a right to employment and shall not be applied during times of layoff.

Section 3. When a driver's route is permanently vacated, the bus route(s) will be posted within five (5) work days. Bids shall be received in writing and open routes assigned to senior drivers within ten (10) work days.

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Section 3.A. When a route is temporarily vacated from one to ten (1 - 10) work days, it will be filled by a substitute driver. Periods longer than ten (10) work days will be subject to Article VII, Section 5.

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Section 4. The employee shall be responsible for cost of an annual physical exam; any other exams which are required shall be the responsibility of the Board.

Deleted: the Medical Center

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The Board of Education will schedule tuberculin tests if required by law of those employees pertaining thereto. Persons requiring x-rays for tuberculin tests due to medical reasons will be covered for the cost by the Board of Education.

In instances wherein the Board of Education requires an additional physical exam of an employee, the cost will be borne by the Board of Education. The Board will select the doctor or medical facility for such examination.

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Section 5. All routes will be established by the employer and bid upon by the employees with the most senior employee having first pick.

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Section 6. Whenever extra runs are required, the drivers will be given an opportunity to sign up by seniority. Overtime is to be avoided if at all possible. If a seniority driver has not signed up by 9:00 a.m., three (3) days prior to the trip, five (5) days prior to the trip, or twenty-four (24) hours on short-notice trips, the trip may be assigned to a substitute driver. It is the responsibility of the drivers to regularly check the bulletin board.

Section 6 A – Extra trips will be posted in chronological order of receipt by the Transportation Supervisor. Except for unusual circumstances, extra trips will be posted at least five (5) work days eight calendar days in advance of the run. In cases of short notice, less than five (5) work days' notice, the drivers will be given opportunity to sign up by seniority, until twenty-four (24) hours prior to the trip date, after which the run may be assigned to a substitute driver. Once acknowledged and assigned, trips are non-transferable except by mutual consent of driver and supervisor.

Section 7. If a driver or drivers are asked to take another driver's run, that driver or drivers collectively will be paid the same amount of time the original driver would have been paid.

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Trips: All trips of any distance, long or short, that may or may not require a driver to lose an a.m. or p.m. regular run. This also includes Saturday trips. Drivers preferring this duty will select list
¶

Section 8. Drivers will be required to sweep and clean the interior of the bus. Drivers are also required to provide safety and pre-trip checks and any other inspections or procedures as required by law. Management reserves the right to inspect any and all buses without prior notification.

Drivers shall be paid for cleaning time that exceeds the minimum run time.

Section 9. The number of working days per year will be the number of days established by the Board of Education as days in session. In addition, one day, at a maximum of four (4) hours compensation, is allowed at the beginning of the school year for orientation and physical exams (one day total). The date of the orientation will be established by the Superintendent's office.

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Section 10. Drivers must comply with all local, state or federal rules, regulations, and requirements.

Section 11. An employee assigned to a field trip that includes an overnight stay shall be paid for all hours worked between the times he/she picks up the bus until the bus is secured for the day. The Employer shall arrange for and pay the employee's lodging and reasonable costs for meals. If additional days are needed, that is not the return trip to the District, the employee shall be paid for hours spent driving on that day or their normal work day (route bid time) whichever is greater.

SCHEDULE B - DEFINITIONS

ROUTE, REGULAR ROUTE, OR REGULAR DAILY ROUTE - The drivers normal daily driving assignment includes normal afternoon and morning runs bringing children to and from the school buildings and home plus any additional regular mid-day run, such as morning kindergarten, vocational, or head start runs, etc.

RUN - Single driving trip which could be any one of the following:

- normal morning, afternoon, or mid-day trip in Regular Daily Route.

- extra, special, field, or athletic trips which are not normally part of a Regular Daily Route.

POSTING - A document placed on the bulletin board that contains at least the following information:

Date and Time of Trip

Destination

Purpose for Trip

Deadline for Applying

SCHEDULE C
CLASSIFICATIONS -- WAGES

- Section 1 Retirement Credit shall be based upon the actual hours paid in each pay period. PTO hours shall be determined by averaging the hours of the first ten (10) days of school. A second audit shall be taken during the first 10 days of the second semester.
- Section 2 The primary purpose for the transportation department is the transportation of students to and from school and home. A secondary purpose is athletics and field trips.
- Section 3 When completing time cards, actual time shall be posted for each day, rounded up to the nearest fifteen (15) minutes.
- Section 4 Hourly Scales with a wages only reopening in school years 2008-09 and 2009-10

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Probationary	\$21.74		
Regular	\$22.01		
		Wage Re-opening Discussion	
Probationary	\$13.14		
Extra-Trip Rate	\$13.42		

SCHEDULE D
MOBILITY

RETURN TO THE BARGAINING UNIT

In the event an employee leaves the bargaining unit for a non-bargaining unit position, he/she maintains his/her right to return to the former position only within the thirty (30) calendar day probationary period.

This refers to the employees' who wish to return to the previous assignment as well as management's directive to return. In the event the employee returns to his/her former assignment within the thirty (30)

calendar day probationary period, he/she may return only to a position wherein there is a vacancy. No

member of the bargaining unit shall be bumped. The employee mentioned who returns to the bargaining unit shall occupy the lowest seniority in the classification to which he/she returns for a period of two (2) years.

After the two (2) year period, this employee may exercise his/her total seniority and classification seniority.

An employee who accepts a position in the bargaining unit in a different classification may return to his/her formerly held classification either before or at the immediate end of the thirty (30) calendar day probationary period without restriction. This reverse movement permits a bump procedure.