

AGREEMENT

between the

LAKER SCHOOLS BOARD OF EDUCATION

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

BUS DRIVERS

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AFL-CIO
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2004-2007

TABLE OF CONTENTS

ARTICLE I	1
AGREEMENT	1
ARTICLE II	1
UNION RECOGNITION, AGENCY SHOP, CHECK-OFF	1
Union Recognition	1
Agency Shop Clause	1
Check-Off	2
ARTICLE III	2
JOB CLASSIFICATION	2
ARTICLE IV	3
COMPENSATION	3
ARTICLE V	4
HOURS OF WORK	4
ARTICLE VI	4
SENIORITY	4
ARTICLE VII	5
SICK AND PERSONAL LEAVES	5
ARTICLE VIII	7
JURY DUTY	7
ARTICLE IX	7
GRIEVANCE PROCEDURE	7
Step One	8
Step Two	8
Step Three	8
Step Four	9
ARTICLE X	9
JURISDICTION	9
ARTICLE XI	10
WORKING CONDITIONS	10
ARTICLE XII	10
SPECIAL TRIPS	10

ARTICLE XIII	11
MAINTENANCE OF DISCIPLINE	11
ARTICLE XIV	11
BUS DRIVER EDUCATION CLASSES	11
ARTICLE XV	12
SCOPE, WAIVER AND ALTERATION OF AGREEMENT	12
ARTICLE XVI	13
BINDING EFFECTIVE AGREEMENT	13
SCHEDULE "A"	15
WAGE AGREEMENT	15
Lump Sum Payment	15
In-District Trips	15
Holidays	15
Physical Examination	16
Longevity	16
Dental Insurance	16
T.S.A.	16

ARTICLE I

AGREEMENT

This Agreement, entered into by and between the *Laker Schools Board of Education*, hereinafter called the "Board", and the *International Union of Operating Engineers, Local 547- A, B, C, E, G, H, P - AFL-CIO*, (Bus Drivers), hereinafter called the "Union".

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

Section 1. Union Recognition

A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.

B. The term "employee" as used herein, shall include regularly scheduled bus drivers of the Laker School District. Shuttle runs between schools which do not fit into a regular driver's schedule will be excluded from the terms of this contract.

Section 2. Agency Shop Clause

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit 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 the date of hire by the Employer, whichever is later, become members, or in the alternative shall, within sixty (60) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

B. 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 service fees.

C. The Employer shall be notified, in writing, by the Union of any employee who is sixty (60) calendar days in arrears in payment of membership dues (or service fees).

D. The Employer agrees, as does the Union, that either party shall have the right to re-open negotiations pertaining to Agency Shop when laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.

E. The Union assumes full responsibility for the validity and legality of such employees' deductions as are made by the Employer pursuant to this Article, and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

F. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Employer in complying with this Article, or in reliance upon claims by the Union that an employee must be discharged because he/she is not a member of the Union in good standing.

G. The Employer also agrees that upon hiring any new employee who is covered by this Agreement, to send a written memo advising the Steward of the name and date of hiring of the new employee.

Section 3. Check-Off

A. The Employer shall deduct the Union dues, initiation fees, 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 said deductions were made, together with a listing of each employee with the amount that is deducted each month; provided, however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

B. Such dues or service fees, as and when deducted, shall be kept separate from the Employer's General Funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

JOB CLASSIFICATION

A. Each newly hired driver that has been assigned a daily route will serve a forty-five (45) school day probationary period.

B. A regular driver has satisfied and completed his/her probationary period and has been assigned a regular route.

C. The compulsory retirement age for employees of the Laker School District is seventy (70) years of age. Any employee who will reach their 70th birthday prior to September 1st shall not be permitted further regular employment.

D. A senior driver is a regular driver with five (5) years of uninterrupted driving experience with the Laker Schools.

ARTICLE IV

COMPENSATION

A. The employees covered by this Agreement shall be paid in accordance with the wages described in the attached Schedule "A".

B. Regular bus drivers will have their Michigan School Employees retirement paid in full by the Board.

C. Pay will be computed at a per hour basis.

D. Noon runs and In-District trips will be paid at least one (1) hour. (Drivers will be compensated for noon runs if canceled due to inclement weather.) The Board of Education will provide full-time employees the opportunity to drive the equivalent number of days in each school year that is mandated by the State.

E. Out-of-District trips will be compensated as in Schedule "A".

F. Employees required to be out of the District on special trips shall be allowed meal allowance of (if leaving before 6:00 a.m. and returning after 7:00 p.m., a minimum of three [3] hour run that overlaps lunch):

Breakfast	\$3.50
Lunch	\$6.50
Dinner	\$9.50

Reimbursement shall be on a receipt basis. If you get a meal free, no reimbursement will be given.

G. Mileage will be paid or transportation furnished for drivers taking bus driver education courses.

H. Compensation for attendance of required driver education classes will be made for the hours spent in the class at minimum wage.

I. Lodging, when required, will be paid for on the basis of an itemized invoice or receipt.

J. Any inclement weather days paid in advance shall be made up at a later date without additional compensation.

K. Mandatory driver meetings (not trip assignment meetings) will be paid at regular run pay. Trip assignment meetings will be paid at six dollars (\$6.00) per hour.

ARTICLE V

HOURS OF WORK

A. The Board shall determine the routes to be assigned prior to the opening of school in the fall. Insofar as practical, the Board shall initially assign all drivers to the same route they were operating when school closed in June. Where this is not practical, drivers shall be assigned such new routes or newly assigned routes on the basis of seniority.

B. Summer time bus driving will be assigned on a seniority basis.

ARTICLE VI

SENIORITY

Seniority of employees covered by this Agreement shall be determined in the following manner:

A. New employees and those hired after a break in seniority shall be regarded as probationary employees for forty-five (45) days worked. However, the probationary period may be extended an additional fifteen (15) work day period by mutual agreement between the Board and the Union. During this period of probationary employment, such employees may be transferred, laid off, or terminated as exclusively determined by the Director of Transportation. The order of seniority for employees hired on the same day shall be determined by date of birth. Upon completion of the probationary period, an employee shall then be credited with seniority relating back to the start of the probationary period. He/she shall then accumulate seniority from that date forward.

B. Selection of employees for the purpose of filling all job vacancies, or newly created routes or jobs, shall be made by the Board on the basis of seniority.

- (1) Loss of seniority will occur for the following reasons:
 - (a) Employee quits;
 - (b) He is discharged for cause and not reinstated through the Grievance Procedure;
 - (c) The laid-off employee is not re-employed within twelve (12) months;
 - (d) If an employee is absent for three (3) consecutive work days without having called to notify the Director of Transportation or his/her designee with the reason for absence.

Up-to-date seniority lists shall be posted on the boards in the Bus Garage. Lists shall be revised on the fourth (4th) Friday after Labor Day, and the first (1st) week of the second (2nd) semester. Unless an employee files a written grievance or protests to his/her seniority date as shown on the list within ten (10) working days from its posting, such list shall be presumed correct.

- (2) When there are lay-offs for any reason, the following procedure shall be followed:
 - (a) Probationary employees shall be laid off first;
 - (b) Thereafter, employees shall be laid off in line with their seniority.

C. In the event driving is subcontracted, we will encourage the subcontractor to employ existing drivers.

ARTICLE VII

SICK AND PERSONAL LEAVES

The primary purpose of sick leave allowance is to cover the regular full-time driver and his/her absence from work because of personal illness sufficiently severe that it would make his/her association with children inadvisable.

A. (1) Sick time shall be earned on the basis of fifteen (15) straight time hours worked, which shall earn one (1) hour of sick time, not to exceed six (6) hours of sick time every two (2) pay periods. Paid holiday hours shall be counted as hours worked for the purpose of this paragraph. The Board will buy back unused sick days above the maximum at the rate of twenty-five dollars (\$25.00) per day when a driver accumulates in excess of two hundred fifty (250) hours. Pay-off shall be no later than June 30th of each school year. A day being the average of hours worked in a week.

(2) Employees must take sick or personal time on a per run basis as defined as AM runs, Noon runs and PM runs.

(3) Sick hour accumulation shall not exceed two hundred fifty (250) hours.

B. If there is any question or doubt regarding illness of an employee, the Superintendent or his/her appointee may require a doctor's statement verifying illness, or may require the employee to submit to a physical examination before returning to work.

C. Two (2) days of paid personal leave will be granted to conduct personal affairs which cannot normally be handled outside of school hours. No more than two (2) people will be granted a personal day on any given day unless there are available substitutes. At least a five (5) day notice shall be given, except in an emergency. The leaves will be given in the order received by the Transportation Office. A personal leave day cannot be used the day before or the day after a holiday or vacation period; or the first or last day of the school term. Unused personal leave will be credited to the employee's sick bank.

D. Leaves of absence shall be granted for a maximum of three (3) days for a death in the immediate family. Immediate family shall be considered to be: spouse, mother, father, brother/sister, children, grandparents, mother-in-law, father-in-law and grandchildren. Funeral leave of up to three (3) days for immediate family members will not be deducted from sick leave.

(1) Leaves of absence without pay shall be granted for the following reasons:

- (a) Any employee whose personal illness extends beyond the period compensated in Section A, or is off on Worker's Compensation for such time as necessary for complete recovery from such illness. If for any reason the employee is absent from work for more than forty-five (45) consecutive school days, he/she must submit, in writing, the approximate date he/she intends to return to work to the Director of Transportation by the forty-fifth (45th) school day missed.
- (b) A child care leave not to exceed one (1) school year shall be granted without pay. An employee granted a child care leave must notify the Board (30) days prior to his/her return to work.
- (c) A job vacated by a child care leave shall be considered a temporary vacancy.
- (d) Leaves of absence, without pay, for a bonafide reason, shall be granted to employees for periods of not to exceed ten (10) working days. Such leave shall not involve loss of seniority if approved by the Director of Transportation. Such leaves shall be granted only if a fully qualified driver is available for replacement.

E. (1) The payment of any fringe benefits and the accrual of any rights or benefits shall cease with the exhaustion of paid sick time for any employees hired after 11/21/96, for current employees it shall be twenty-four (24) months, unless otherwise set forth in this Agreement.

(2) Effective with the start of the 1996-97 school year, employees will be expected to be at their regular scheduled work times unless using sick, personal or vacation leave. Once employees have exhausted all leave available, any requested unpaid time off will be evaluated on an individual basis by the employee's supervisor.

F. A bus driver may use sick hours for the first two (2) days of school canceled due to inclement weather. The sick hours will be calculated based upon the average hours worked per day in an average week.

ARTICLE VIII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. This provision to apply only in the event the Employer is unable to obtain a waiver.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1.

A. An employee grievance is a difference between the Employer and an employee concerning the interpretation or application of any provision of this Agreement.

B. The time elements in the steps can be shortened or extended by mutual written agreement.

C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

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

E. Any employee 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 employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE

A. An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her Steward be present, he shall make his/her request through the supervisor, and the supervisor shall send for the Steward.

B. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the 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, and citing the alleged violation(s) of this Agreement; and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

STEP TWO

A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

B. The Superintendent or his/her designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.

C. The Superintendent shall then give his/her decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

STEP THREE

A. If the answer by the Superintendent does not settle the issue, the Union may, within fifteen (15) calendar days of receipt of the Superintendent's answer, appeal the grievance to the Board of Education, by sending a written appeal to the Superintendent.

B. The Board of Education or its designee(s) shall schedule a hearing on the matter.

C. Within five (5) days of the Board of Education's hearing, the Board shall submit its answer to the Union.

STEP FOUR

A. If the grievance is not able to be settled by the Board of Education's answer, then within fifteen (15) calendar days from the date of the Board of Education's answer, the grievance must be submitted to arbitration.

B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator.

C. The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

D. Each party shall be responsible for the expenses of the witnesses they may call.

E. The Arbitrator shall not have the jurisdiction to add to, subtract from or modify any terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her decision for that of any of the parties hereto.

F. The filing fees and per diem fees of the Arbitrator shall be borne equally by the parties.

G. The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

H. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

I. The Union will give the District three (3) work days advance notice of any employee the Union requests to attend an arbitration hearing.

ARTICLE X

JURISDICTION

A. (1) The transportation of students in buses owned by the Laker Board of Education is the normal work performed by the members of this bargaining unit. Other individuals may temporarily perform work covered by this Agreement for the purpose of training, experimentation or in case of emergency.

(2) Effective September 1, 1992, any employee driving two (2) hours or less per day will be excluded from the terms of this Contract.

(3) The Board of Education will determine the method of transportation of students and/or adults.

ARTICLE XI

WORKING CONDITIONS

A. Buses are to be parked at a location designated by the Director of Transportation.

B. Drivers will be assigned routes by the Director of Transportation for the first twenty (20) school days. At the end of this period, when necessary corrections have been made, all routes will be posted listing routes, times, and pay for that run. Drivers may then bid for respective routes based on seniority. Employees who are not present at the time of the bidding, and who have not authorized anyone to bid for them, will have the Chief Steward act in their behalf.

C. After routes have been bid as provided in Paragraph B, drivers may not alter without the consent of the Director of Transportation.

D. If approved route changes occur, affected drivers may then "bump" for a different run based on his/her seniority. Bumping is permitted when the time is changed by fifteen (15) minutes. Whenever a change in time is made on a route and an employee wishes to bump, a meeting will be set up so that all bumps resulting because of this change will be accomplished at this meeting.

E. Drivers are required to attend all meetings called by the Board. Drivers will be given a forty-eight (48) hour notice, unless there is an emergency, prior to such a meeting.

ARTICLE XII

SPECIAL TRIPS

A. Definitions of "special" or "extra" trips are those provided certain groups of students for field trips, athletic events or extra-curricular activities, and may require highway driving at some distance from the School District in the night and sometimes, under adverse weather conditions. Trips between schools within the District are not considered special trips.

- B. Special trips outside of District boundaries will be assigned first by seniority, and thereafter on a rotational basis using a rolling seniority list, observing the procedures outlined by the parties in their Letter of Agreement.
- C. In-district trips will be assigned by the Director of Transportation first, by seniority, thereafter on a rotational basis using a rolling seniority list, observing the procedures outlined by the parties in their Letter of Agreement.
- D. If no regular driver accepts the trip, substitute drivers may be used.
- E. Employees will be notified of special trips at least twenty-four (24) hours in advance, when possible.
- F. Drivers accepting special trip assignments must be qualified for condition of the trip.
- G. Regular daily assignments will be given priority in the assignment of special trips.
- H. Drivers taking off a regular run to do an extra trip will receive regular run hourly rate for that portion of the extra trip that is in conflict with their regular run. This would not include noon runs.

ARTICLE XIII

MAINTENANCE OF DISCIPLINE

- A. The parties have negotiated work rules governing conduct of drivers, and setting standards required for the transportation of school children and the smooth operation of the District's transportation system. The copy of said rules, and penalties for violation thereof, is attached to and made part of this Agreement.
- B. Individual discipline penalties, including discharge, shall be for just cause, and may be a subject for the Grievance Procedure.
- C. The Chief Steward shall be notified by the Employer of any disciplinary lay-off or suspension of any employee who has acquired seniority. Such notice shall be given at the time such discipline is imposed.

ARTICLE XIV

BUS DRIVER EDUCATION CLASSES

- A. The Director of Transportation shall apply for a certificate of enrollment or a temporary permit for new drivers and employees returning from sick leave or Worker's Compensation who are ineligible due to lack of courses.

- B. All bus drivers must meet State Department of Education regulations. Drivers who are ineligible, or new drivers, shall complete twelve (12) hours of classes.
- C. It is the responsibility of the driver to keep the Director of Transportation up-to-date on course work taken to insure his/her certification.
- D. All regular drivers must have a Red Cross Emergency First Aid Certification within one (1) year after full-time employment.
- E. All drivers must meet minimal state requirements.
- F. No pay may be received by an employee for attending classes while on sick leave or Worker's Compensation.

ARTICLE XV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVI

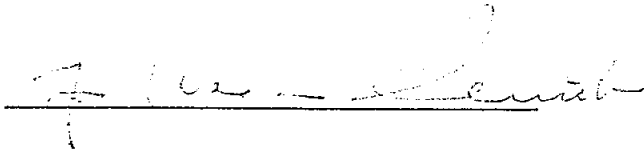
BINDING EFFECTIVE AGREEMENT

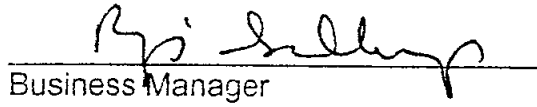
- A. This Agreement shall continue in full force and effect until June 30, 2007.
- B. If either party desires to terminate this Agreement they shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or subsequent termination date, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to the Superintendent, Laker Schools, 6136 Pigeon Road, Pigeon, Michigan 48755.
- E. The effective date of this Agreement is July 1, 2004.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

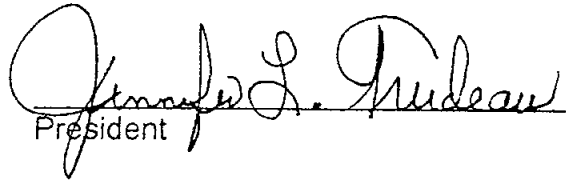
LAKER SCHOOLS

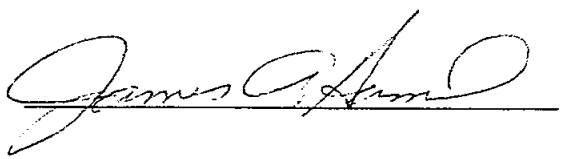
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OPERATING ENGINEERS,
LOCAL 547, AFL-CIO

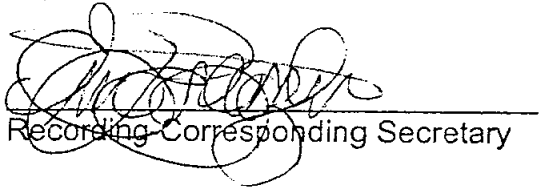



Business Manager




President




Recording Corresponding Secretary

SCHEDULE "A"
WAGE AGREEMENT

*Retired 2-2-06
A school 4/1/06*

2005-2006 Hourly Rate

	<i>Probationary</i>	<i>Regular</i>	<i>Senior</i>
Hourly Rate	\$14.39	\$15.75	\$16.09
Extra Trips	\$8.72	\$8.72	\$8.72

2006-2007 Hourly Rate

	<i>Probationary</i>	<i>Regular</i>	<i>Senior</i>
Hourly Rate	\$14.61	\$15.99	\$16.33
Extra Trips	\$8.85	\$8.85	\$8.85

Lump Sum Payment

Drivers on the seniority list during the 2004-2005 school year will receive a lump sum payment of one hundred dollars (\$100.00). *one time pd rates*

In-District Trips

The rate shall be the same as extra trips.

Holidays

Drivers will be compensated for the following days: Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve, two (2) days during Christmas break, New Year's Day, New Year's Eve and Memorial Day.

Life Insurance

Regular and senior drivers shall receive thirty thousand dollars (\$30,000.00) of Life Insurance as provided by the Board of Education.

Clothing

Regular and senior drivers will be reimbursed sixty dollars (\$60.00) upon presentation of a paid receipt toward the purchase of clothing approved by the District on an every other year basis, beginning with the 1996-1997 school year.

Physical Examination

The Board will bid out the cost of the physical with qualified physicians of our choice. The cost will be set at a maximum limit. If the driver chooses to use another doctor, the Board will reimburse the driver up to the bid cost upon presentation of a paid receipt.

Longevity

Based on length of service with Laker Schools, longevity shall be paid at the end of the year as follows:

Over Five (5) Years	One Hundred Dollars (\$100.00)
Over Ten (10) Years	One Hundred Fifty Dollars (\$150.00)
Over Fifteen (15) Years	Two Hundred Dollars (\$200.00)
Over Twenty (20) Years	Three Hundred Dollars (\$300.00)

Dental Insurance

Regular and senior drivers shall have paid dental insurance at a cost of up to eighteen dollars (\$18.00) per month, payable by the Board of Education.

Any increase in dental premiums for 1997-98 and 1998-99 will be split 50/50 between the Board and the Union.

T.S.A.

Regular and senior drivers not subscribing to Board-paid dental insurance shall receive twelve dollars (\$12.00) per month, which shall accrue and be paid out annually, no later than June 30th of each school year.