

**MASTER AGREEMENT**

between

**Akron-Fairgrove Schools**

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

Local 547 – A, B, C, E, H – AFL-CIO

**BUS DRIVER CONTRACT**

**July 1, 2005 – June 30, 2008**

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## AGREEMENT

Entered into this 1<sup>st</sup> day of July, 2005, between the Board of Education of the **Akron-Fairgrove Schools**, hereinafter referred to as the "**Board**", and **The International Union of Operating Engineers, Local 547 – A, B, C, E, H – AFL-CIO**, hereinafter referred to as the "**Union**."

This agreement is a three (3) year agreement with Economic re-opener for the third year.

### ARTICLE I

#### PURPOSE

The Purpose of this Agreement is to set forth wages, hours, and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

### ARTICLE II

#### UNION RECOGNITION, AGENCY SHOP, CHECK OFF

##### SECTION I

###### Union Recognition

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the unit which includes all regularly scheduled bus drivers; but excluding all substitutes, administrators, and supervisors, and all other employees.

##### SECTION II

###### Agency Shop

(a) It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the thirty-first (31<sup>st</sup>) day following the beginning of their employment with the Board;  
or
2. Pay to the Union a monthly service fee of a sum equivalent to the monthly dues of the Union on or before the thirty-first (31<sup>st</sup>) day following the beginning of their employment with the Board.

(b) Employees who elect not to be a member of the Union may comply with Article by signing an Authorization for Deduction of Service Charge form.

(c) The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section (a) of this Article.

For the purposes of this Contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

(d) In the event the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the school district.

(e) Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

(f) The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article and within thirty-one (31) days of the receipt of such notice, the Board shall terminate the employment of such employee. Such termination shall not be subject to the Grievance Procedure.

(g) The Union shall hold harmless from any financial liability that might result from damages or back pay awarded to any employee who may be terminated in accordance with this Article and who later contests the Agency Shop provisions of this Article; providing that the Board has notified the Union within thirty (30) calendar days of such formal written complaint from an employee contesting such discontinuance of employment.

### **SECTION III**

#### **Check Off**

(a) The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deductions not in accordance with this provision.

(b) A properly executed authorization form for check off of dues or the service charge must be received by the Board from the employee for who the Union membership dues or the service charge is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check off or service charge forms have been properly executed and are in effect.

Any such forms which are incomplete or in error will be promptly returned to the Union or the employee depending upon where it came from for correction.

(c) Check off, under all properly executed forms, shall become effective at the time the application is tendered to the Board of its designated representative and shall be deducted in two (2) equal installments from the first (1<sup>st</sup>) two (2) pays of the month and each month thereafter throughout the term of this Agreement.

(d) Such dues or service fee as deducted shall be forwarded to the Union forthwith but in no event later than the fifteenth (15<sup>th</sup>) day of the month following the

month in which deductions are made.

(e) An employee shall cease to be subject to check off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit. Local 547 will be notified by the Board or its designated representative of the names of such employees.

(f) The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance of payment of any sum other than that constituting the actual deductions made from wages by employees.

(g) Any dispute arising as to any employee's membership in the Union, shall be reviewed by a designated representative of the Board and a Representative of the Union, and if not resolved may be referred to the Grievance Procedure; however, the employee may be retained at work while the dispute is being resolved.

### **ARTICLE III**

#### **NO STRIKE**

##### **SECTION 1**

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its Officers, Representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

### **ARTICLE IV**

#### **BOARD RIGHTS**

##### **SECTION 1**

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, 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, including but not limited to the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or

their dismissal or demotion, and to promote and transfer all such employees.

## **SECTION 2**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof are in conformance with the laws of the Constitution of the United States and the State of Michigan.

## **SECTION 3**

The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

## **ARTICLE V**

### **NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person or persons because of race, religion, creed, color, age, sex, or national origin.

## **ARTICLE VI**

### **VISITATION**

After presentation of proper credentials to the Superintendent or his designated representative. Officers or accredited Representatives of Local 547 of the Union may be admitted into the buildings of the school system to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such an activity is not in areas which would be detrimental to the management and function of the school, its students or its employees.

## **ARTICLE VII**

### **JURISDICTION**

Employees of the Employer 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.

## ARTICLE VIII

### DISCIPLINE – DISCHARGE

#### SECTION 1

All dismissals and suspensions shall be without pay and no suspension shall be effective for more than ten (10) days without prior approval by the Board or its designated representative. All dismissal, suspensions or other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union Steward. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work;
2. Conviction of any serious criminal act;
3. Immoral conduct;
4. Incompetence;
5. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
6. Deliberate falsification of records and reports;
7. Dishonesty;
8. Insubordination;
9. Willful violation of agreed upon rules;
10. Punching the time card of another employee;
11. Falsifying a time card;
12. Theft.

## ARTICLE IX

### SENIORITY

- (a) A new employee will be considered as a probationary employee until he/she has been employed continuously for four (4) months which must include one (1) month during which snow covered or icy road conditions have existed, and the probationary driver must attend three (3) hours of training if available,



during their probationary period. The four months period is reduced to two (2) for employees who have substituted for a minimum of forty (40) days in the previous school year and have driven at least one month on snow covered or icy conditions. After completion of the probationary period, the employee will be considered as a regular employee and his/her seniority will start as of his/her date of hire. The purpose and intent of this provision is to allow observation of a driver under this type of adverse driving condition.

A probationary driver must complete state mandated training by July 1<sup>st</sup> of the following year of the same school year.

(b) An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1<sup>st</sup> of each year and such list shall contain the employee's date of hire and classification.

(c) Seniority shall be broken for the following reasons:

1. If the employee quits;
2. If the employee is discharged;
3. If the employee is absent for three (3) working days without properly notifying the management, unless a satisfactory reason is given;
4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason;
5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such lay-off period;
6. If the employee retires.

(d) Employees shall be laid off and recalled according to their seniority in their classifications. Any driver who is laid off will have top priority as a substitute driver for regular runs providing he/she is available for the run in question. An employee's recall rights will be limited to the employee's length of continuous service with the Employer as a regular bus driver since his/her last hiring date.

(e) Probationary employees shall not have recourse to the terms of this Agreement.

(f) Seniority shall continue to accumulate for an employee who is transferred to a supervisory position up to one (1) year.

(g) Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate

seniority during his term of office.

(h) During his/her term of office, the Chief Steward shall be deemed the head of the seniority list for the purpose of lay-off and recall only. Upon termination of his/her term of office, he/she shall be returned to his/her regular seniority status.

(i) Employees are required to submit notification of resignation at least two (2) weeks in advance.

(j) Employees shall be given five (5) working days notice of any lay-off.

## **ARTICLE X**

### **LEAVE OF ABSENCE**

#### **SECTION 1**

All leaves shall be limited to two (2) years, with additional leave at the discretion of the Board, except as noted.

#### **SECTION 2**

An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, but not to exceed two (2) years, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuance of such absence when the same is requested by the Employer.

#### **SECTION 3**

Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

#### **SECTION 4**

Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.

#### **SECTION 5**

Whenever an employee shall become pregnant she shall furnish the Employer with a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she

may continue to work. When her physician would so indicate that she no longer can perform her normal duties she shall immediately be granted a leave of absence without pay, if requested. An employee shall return to work at her former position when her physician would so indicate in writing that she is physically able to resume her normal job duties.

## **SECTION 6**

The reinstatement rights of any employee who enters the Military Service of the United States by reason of an Act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

## **SECTION 7**

Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

## **SECTION 8**

All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

# **ARTICLE XI**

## **GRIEVANCE PROCEDURE**

### **STEP ONE:**

- (a) An employee having a grievance shall present it orally to his/her supervisor within five (5) working days of becoming aware of said grievance.
- (b) If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the Steward.

### **STEP TWO:**

- (a) The Steward shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.
- (b) The aggrieved employee and his supervisor shall sign the grievance.
- (c) The grievance shall be submitted to the Transportation Director within five (5) working days from the date of Step One (a), above.

**STEP THREE:**

(a) The Steward shall meet with the Transportation Director to discuss the grievance with five (5) working days of its written submission to the Transportation Director.

(b) The Transportation Director shall give his/her decision in writing within ten (10) working days from the date of his/her meeting with the Steward.

**STEP FOUR:**

(a) Any appeal of a decision rendered by the Transportation Director shall be presented to the Superintendent of Schools within five (5) working days, and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Transportation Director was not satisfactory. The Superintendent shall issue his/her decision in writing to the Union within five (5) working days of the meeting between the Superintendent and the Union Representative.

**STEP FIVE:**

Any appeal of a decision by the Superintendent shall be presented to the Board of Education or its designee within five (5) working days from the date of receipt of the Superintendent's decision, and the Board or its designees shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory. The Board shall issue a decision in writing to the Union within five (5) working days of the meeting between the Board and/or its designee and the Business Representative of the Union.

**STEP SIX:**

If in the event a grievance is not satisfactorily settled at the above Step within fifteen (15) working days of receipt of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on an arbitrator within seven (7) working days from the date of appeal, the appealing party may submit, within fourteen (14) working days for the date of appeal, the grievance to the Michigan Employment Relations Commission for selection of an arbitrator in accordance with their rules. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement, or any written amendments hereof or supplements hereto, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents thereto to the parties without decision. The filing fees and expenses of the arbitrator shall be borne by the party against whom the

decision of the arbitrator is rendered. Should there be no clear decision in favor of either part, the fees and expenses shall be borne equally by the parties; each party shall be responsible for the expense of the witnesses that it may call. The time limits provided for in this Article shall be strictly observed, but may be extended by written agreement of the parties.

## **ARTICLE XII**

### **HOURS AND WORK WEEK**

#### **SECTION 1**

(a) The regularly scheduled workweek shall begin at 12:01 a.m. Monday, and end one hundred sixty-eight (168) hours thereafter.

(b) The normal workweek shall consist of forty (40) hours thereafter.

(c) In the event that the employee's regular run or runs is cancelled and the employee is not notified of such cancellation at least one-half (1/2) hour prior to the scheduled reporting time and the employee does report for work, such employee shall be paid for their regular pay for that run.

(d) The Akron-Fairgrove Schools will provide compensation for days lost to inclement weather. This compensation is not to exceed twenty-four (24) hours in a school year.

#### **SECTION 2**

(a) Overtime rates shall be paid as follows:

Time and one-half (1-1/2) for all time worked in excess of forty (40) hours in one (1) workweek, for which overtime has not already been earned.

#### **SECTION 3**

The parties to this Contract mutually recognize and hereby incorporate in writing their past practice of paying bus driver employees on days when school is closed due to inclement weather, severe storms, fires, epidemics or health conditions. The parties enter into this Contract with the mutual understanding that scheduled student instruction days which are cancelled due to the conditions enumerated above may be counted as days of pupil instruction for the duration of this Collective Bargaining Agreement. However, to the extent that such days may not be counted as days of pupil instruction under State Law, or the State Board of Education, then any and all such days shall be rescheduled by the school district and the bus drivers will be required to work on such rescheduled day with no additional compensation paid to the bus drivers.

## ARTICLE XIII

### SICK LEAVE AND FUNERAL LEAVE

#### SECTION 1

##### Sick Days

(a) First year employees covered by this Agreement will be entitled to accumulate sick leave at the rate of one (1) day per month to a maximum of nine (9) per year. After an employee reaches one (1) year of seniority, all nine (9) sick leave days shall be granted at the beginning of each year thereafter.

(b) All requests for sick leave must be submitted to and approved by the Superintendent or his designated representative.

(c) The bus driver may choose either Option (1) or Option (2) at the beginning of their employment with the district. Current bus drivers must choose either Option (1) or Option (2) prior to September 1, 2002.

**Option 1:** Sick leave days may accumulate to 60 days. Any unused sick day(s) over 60 days at the end of each school year will be paid to the driver; or in event of their death, to their beneficiary, at a rate equal to the average daily rate.

**Option 2:** Sick days will not accumulate. Any unused sick days at the end of each school year will be paid to the driver; or in event of his/her death, to his/her beneficiary, at a rate equal to the average daily rate. Any bus driver requesting sick leave must use their allotted sick days granted to them at the beginning of the school year. Bus drivers will be paid for each sick day when requested and granted by the Transportation Director.

(d) The Board, at any time and at its expense, may require an employee to submit to an examination by an independent physician.

#### SECTION 2

##### Personal Business Days

(a) Each regularly scheduled employee is entitled to not more than three (3) days each year for important personal business which requires the employee's presence during the working day, and is of such a nature that it must be attended to at a time when the employee is normally scheduled for work. Approval is subject to the discretion of the Superintendent or his designated representative.

(b) The third personal day will be deducted from the drivers accumulated sick days.

(c) An application for personal business leave containing the reasons for the

leave, shall be submitted to the Superintendent or his/her designated representative in writing at least five (5) days in advance (except in the event of an emergency when a shorter notice may be acceptable.)

### **SECTION 3 Records**

Records of sick leave accumulated and taken shall be available to the employee or the Union upon written request.

### **SECTION 4 Probationary Employees**

Probationary employees are ineligible for leaves.

### **SECTION 5 Funeral Leave**

(a) All employees shall be granted three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall include spouse, children, and parents.

(b) Employees shall be granted one (1) day off with pay to attend funerals of grandparents, brother, brother-in-law, sister-in-law, sister, mother-in-law, and father-in-law. When the employee has the responsibility for making funeral arrangements for the above, he shall be granted an additional two (2) days off with pay.

(c) The Employer may request written verification of the need for funeral leave.

### **SECTION 6**

An employee may make claim for sick leave if he/she had notified his supervisor or designee at least one (1) hour prior to the commencement of his/her scheduled bus departure time.

## **ARTICLE XIV**

### **LIFE INSURANCE POLICY**

(a) Beginning July 1, 2005, the Employer shall provide to each eligible employee a fifteen thousand dollar (\$15,000) term life insurance policy with the premiums of such insurance to be paid by the Employer. To be eligible for said policy, a bus driver must be regularly scheduled to drive two (2) or more regular runs per day and not be receiving any other life insurance policy from the Employer.

(b) The selection of the insurance carrier shall be made by the Board.

## **ARTICLE XV**

### **JURY DUTY**

(a) Each employee shall be entitled to a maximum of thirty (30) days per calendar year for the purpose of serving jury duty.

(b) The employee must make every effort to be reassigned to a time not in conflict with his regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.

(c) In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.

(d) The employee shall be reimbursed the difference between jury duty pay and his/her straight time pay for he/her regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days as provided in Section (a) above.

(e) If jury duty pay is higher than the daily wage, the employee will keep the jury duty pay and forfeit the daily wage.

## **ARTICLE XVI**

### **USE OF SCHOOL FACILITIES**

Bus drivers may use available school facilities during regularly scheduled custodial hours.

## **ARTICLE XVII**

### **PHYSICALS**

A doctor shall be selected by the Board to provide employees with the required physical examination as prescribed by State Law at no cost to the employee. However, if the employee elects to go to his/her own doctor, he/she shall be reimbursed up to the amount paid by the Board for its doctor, provided the driver submits a copy of the doctor's statement indicating satisfactory completion of the required physical examination. New drivers must reimburse the district for physicals, training and drug test if they are not employed for one (1) school year.



## ARTICLE XVIII

### EMPLOYEES' SUPERVISOR

The bus drivers' immediate supervisor shall be recognized as the Transportation Director or his/her delegated representative.

## ARTICLE XIX

### VACANCIES – NEW BUS RUNS

(a) The Board shall have the right to establish, evaluate and change obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job description, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.

(b) The Board will notify the Union of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

(c) The Transportation Supervisor shall schedule a meeting within three (3) weeks prior to the first (1<sup>st</sup>) student attendance day with all bus drivers covered by this Agreement. All employees shall be sent written notification of the meeting. The employees shall be notified of all bus runs and have the right to bid by seniority.

(d) The Employer may assign and/or transfer drivers during the school year by mutual agreement between the Union and the Employer.

(e) Routes not bid on shall be assigned to the least senior drivers. Employees who do not attend the meeting may submit their written request to the Transportation Supervisor prior to the meeting. If a vacancy occurs or a new run is established during the year, the vacancy or new run shall be posted within ten (10) working days from the date of the vacancy or the establishment of the new run. The employees shall be given five (5) working days to bid on the opening. The senior employee who bids on the opening shall be assigned to the vacancy on or before the fifth (5<sup>th</sup>) working day after completion of the posting period.

(f) Temporary assignments may be made to fill any opening while the process of filling the opening is occurring. Bus drivers hired after July 1, 1985, must be available for both a.m. and p.m. runs. The Employer shall determine the number of drivers and shall assign to the least senior driver any run not bid on.

(g) In the event that the Employer determines that it is necessary to eliminate a run, the affected employee or employees shall have the right to exercise their seniority and displace the next senior employee.

## ARTICLE XX

### BUS TRIP ROTATION

(a) At the beginning of each school calendar year, each bus driver shall indicate in writing to the Transportation Supervisor, on forms provided by the Employer, if they desire to be placed on either the Active or Inactive List so that the Transportation Supervisor will have available a listing of all the bus drivers who desire to take field trips. An employee may also be transferred from either the Active List to the Inactive List or from the Inactive List to the Active List at any time during the school year by requesting the form from the Board of Education Office and by submitting the proper application in writing to the Transportation Supervisor ten (10) days prior to the transfer becoming effective.

(b) When field trips are to be scheduled, the Transportation Supervisor shall make an attempt at contacting the most senior bus driver on the Active List first. Then, as additional field trips become available, the Transportation Supervisor shall continue to go down the entire Active List until each bus driver has either taken a field trip or has had the opportunity to take a field trip. When all of the bus drivers on the Active List have either driven on a field trip or have been asked and refused to drive a field trip, the Transportation Supervisor shall then once again go to the most senior bus driver on the Active List and again continue to rotate all the field trip runs according to length of service among all of the drivers on the Active List.

(c) In the event that all of the bus drivers on the Active List refuse the field trip or trips, the Employer may fill the trip in any manner they desire.

(d) When there would not be enough drivers on the Active List to meet the needs of the Employer, the Employer may then fill the trip in any manner they desire.

(e) All extra trips will be posted except for extra trips within the school district during the regular school day. Extra trips within the school district during the regular school day shall be assigned by the Transportation Supervisor to a bus driver. These trips will not count in the extra trip rotation.

(f) Employees are not permitted to drive on field trips until they have completed forty-five (45) working days of regular employment, except when no other driver is available.

(g) First hour of extra trip shall be paid at a.m./p.m. run rate when driver has given up regular run.

(h) Seniority drivers shall be offered all available work before non-bargaining unit personnel.

## ARTICLE XXI

### MEALS

Driver's meals on extra trips shall be Board paid subject to the driver's presentation of a meal(s) receipt and for amounts not to exceed the following maximum allowances:

Minimum of four	(4) hour trip	\$ 7.00	One	(1) Meal
Minimum of eight	(8) hour trip	\$14.00	Two	(2) Meals
Minimum of twelve	(12) hour trip	\$21.00	Three	(3) Meals

Bus Drivers will submit their receipts for reimbursement once a month.

### OVERNIGHT TRIPS

The Board shall determine the hours and all working conditions for overnight field trips. The wages for time worked while on overnight trips will be equivalent to the regular wages paid for extra trips. Lodging and meals for overnight trips will be at the expense of the school district.

The school sponsor in charge of the overnight trip will have funds to pay the driver's expenses on overnight trips.

The driver will be paid for driving time to and from the designation, and actual working hours during the duration of the activity.

## ARTICLE XXII

### MEETING

It is acknowledged that the Employer may call a general meeting of bus drivers, once in a two (2) month period, for a one (1) hour time period at no cost to the district. Additional time will be at minimum wage. This meeting is in addition to meetings needed to distribute extra trips.

One (1) in-service per year, scheduled within the County, may be required of all drivers. Drivers will be paid for a County in-service if eight (8) or more drivers' request such transportation. If less than eight (8) drivers request to ride together, it will be the driver's responsibility to attend at their own cost.

Each driver must complete a six-hour class required every other year. The employee will be compensated at Skill Center rate.

## ARTICLE XXIII

### MAP TIME

Each fall, bus drivers will travel their bus routes to familiarize themselves with

students, roads, and turnarounds. The bus driver will be paid at a trip rate.

#### **ARTICLE XXIV**

##### **BREAKDOWN PAY**

Drivers, who are delayed due to breakdowns, will be paid minimum wage for lost time, beginning one-half (1/2) hour after the normal completion time of the run.

The Transportation Director, or designee, must be notified of such delay. Notification must also be given when the driver returns to the bus garage from such delay.

#### **ARTICLE XXV**

##### **MAINTENANCE OF BUS**

The bus driver shall not be responsible for the cleaning of the exterior of the bus, but shall be responsible for maintaining a clean interior of the bus, and all items listed on the Daily School Bus Safety Checklist found in the Transportation Handbook.

#### **ARTICLE XXVI**

##### **SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

#### **ARTICLE XXVII**

##### **WAIVER CLAUSE**

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No Agreement, alteration, understanding 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 Board, unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

(b) 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 of and conditions herein.

## **ARTICLE XXVIII**

### **BINDING EFFECTIVE AGREEMENT**

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

## **ARTICLE XXIX**

### **TERMINATION AND MODIFICATION**

#### **SECTION 1**

This Agreement shall continue in full force and effect until June 30, 2008.

#### **SECTION 2**

If either party desires to terminate this Agreement, it shall sixty (60) 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, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

#### **SECTION 3**

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to the termination date or any subsequent anniversary date of termination 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 on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

#### **SECTION 4**

Notice of termination or 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 if to the Employer, addressed to Akron-Fairgrove Schools, Central Office 2800 N. Thomas Road, P.O. Box 217, Fairgrove, Michigan 48733, or to any other such address the Union

or the Employer may make available to each other.

**SECTION 5**

The effective date of this Agreement is July 1, 2005.

## SCHEDULE "A"

### COMPENSATION SCHEDULE

Any Employee bound by this Agreement, and working in any other capacity as an employee for Akron-Fairgrove Schools, will be placed in bus driver category "B". They will receive sixty-six and two-thirds percent (66 2/3%) the rate of other drivers (category "A") multiplied by an overtime rate (1 1/2) to establish their bus driving rate. At no time may their bus driving rate exceed the rate paid to bus drivers in category "A".

The seniority drivers will be paid the following rate of pay:

	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
	<b>3.0%</b>	<b>2.7%</b>	<b>1.75%</b>	<b>2.0%</b>	<b>1.25%</b>
A.M.-P.M. Run	\$ 19.09	\$ 19.61	\$ 20.00	\$ 20.40	\$ 20.66
Kindergarten	\$ 28.79	\$ 29.57	\$ 30.17	\$ 30.77	\$ 31.15
Shuttle	\$ 12.45	\$ 12.79	\$ 13.05	\$ 13.31	\$ 13.48
Skill Center	\$ 37.44	\$ 38.45	\$ 39.24	\$ 40.03	\$ 40.53
Extra Trips	\$ 10.46	\$ 10.74	\$ 10.96	\$ 11.18	\$ 11.32

### Ninety percent (90%) Probationary Employees

New drivers will be paid at a rate of ninety percent (90%) of the wage of a seniority driver for the probationary period.

	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
	<b>3.0 %</b>	<b>2.7%</b>	<b>1.75%</b>	<b>2.0%</b>	<b>1.25%</b>
A.M.-P.M. Run	\$ 17.18	\$ 17.64	\$ 18.00	\$ 18.36	\$ 18.59
Kindergarten	\$ 25.91	\$ 26.61	\$ 27.16	\$ 27.70	\$ 28.04
Shuttle	\$ 11.22	\$ 11.52	\$ 11.76	\$ 12.00	\$ 12.13
Skill Center	\$ 33.68	\$ 34.58	\$ 35.30	\$ 36.00	\$ 36.48
Extra Trips	\$ 9.41	\$ 9.66	\$ 9.86	\$ 10.06	\$ 10.19

## **FUEL RUN**

Fuel runs shall be paid at a rate of \$2.00 per run. Drivers will be paid for fuel runs as follows:

A.M. driver - 1 run per 5 day work week

P.M. driver - 1 run per 5 day work week

(any bus driver who drive both an a.m. and p.m. run – 4 runs per 5 day work week)

A driver will be credited with an additional twenty (20) minutes toward MPSERS per paid fuel run.

## **CDL**

The Board shall pay up to seventy dollars (\$70.00) for renewal of CDL (not initial or new) upon presentation of receipt and evidence of successful passing of the CDL examination. While the current cost is seventy dollars (\$70.00), the parties agree that should the State either reduce or increase the fee, the reimbursement shall be adjusted accordingly.

## **Evaluations**

An evaluation system must be mutually developed between the Akron-Fairgrove Schools and bus drivers of the district.

## **2007-08 School Year**

The Board of Education will purchase shirts including a logo up to \$25.00.



**IN WITNESS WHEREOF:**  
executed.

The parties hereto have caused this instrument to be

**AKRON-FAIRGROVE SCHOOLS**

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

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

\_\_\_\_\_  
**Business Manager**

\_\_\_\_\_  
**Secretary**

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

\_\_\_\_\_  
**Recording Corresponding  
Secretary**

\_\_\_\_\_  
**A-F Union Steward**

## LETTER OF UNDERSTANDING

It is understood that an employee has filed a claim with the Michigan Department of Labor for overtime reimbursement. It is further understood that if a decision is found to be in favor of any employee filing such a claim, that all employees working as a bus driver and in some other capacity will give up all rights and claims to one (1) or other of the two (2) positions.

If the decision is in favor of any employee, it will immediately become effective that a bus driver will hold no other position with the Akron-Fairgrove Schools.

If a decision determining overtime is found to be in favor of the Employer, then bus drivers will continue to be listed in category "B". They will also then be allowed to work for the district in two (2) positions.