

AGREEMENT

between the

**MILLINGTON
COMMUNITY SCHOOL DISTRICT**

and the

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

**BUS DRIVERS
BARGAINING UNIT**



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SEPTEMBER 1, 2005 - JULY 31, 2008

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PREAMBLE

This Agreement, entered into by and between the Board of Education of the Millington Community Schools, hereinafter called the "Employer" and the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO, hereinafter called the "Union".

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment. Employees covered by this Agreement shall include all regularly scheduled bus drivers, excluding supervisors, substitutes, and all other employees.

ARTICLE II

AGENCY SHOP

A. The Employer agrees that it shall be a condition of employment that all employees who are presently Union members, all employees who hereafter become Union members, all employees employed and who are not already Union members, and all new employees employed, shall within thirty (30) calendar days after the effective date of this Agreement, or within sixty (60) work days after the commencement of employment, whichever comes later, shall:

1. Sign and deliver to the Employer an assignment authorizing deduction of membership dues of the Union, and such authorization shall continue in effect from year to year, unless revoked in writing between August 15th and September 15th for each given year; or

2. Any bargaining unit member who is not a member of the Union in good standing, or who does not make application for membership within sixty (60) work days from the first day of active employment shall, as a condition of employment, pay a representation fee to the Union, as established by the Union. The representation fee shall not exceed the amount of Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union, or authorize payment through payroll deduction as herein provided. In the event the bargaining unit member shall not pay such representation fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7), and at the request of the Union, deduct the representation fee from the bargaining unit member's wages, and remit same to the Union.

B. If any provision of this Article is deemed invalid under Federal or State Law, such provision shall be modified to comply with the provisions of said Federal or State Law.

C. Dues Deduction

The Employer shall deduct Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing of each employee, the employee's Social Security number, and the amount that is deducted from each pay. Provided, however, that the employee shall have signed an authorization card, and such card is submitted by the Union to the Employer for each employee from whose pay said deductions are to be made.

D. The Union agrees to indemnify and save the Employer, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Employer for the purpose of complying with this Agreement.

ARTICLE III

NON-DISCRIMINATION

The Employer 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 the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

ARTICLE IV

VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union may be admitted onto the Employer's premises, provided said visitation shall not disrupt the orderly or normal operations of the District.

ARTICLE V

STEWARDS

A. The employees will be represented by a Chief or Alternate Steward whose names shall be furnished to the Employer, in writing, by the Union.

B. When the Employer or its agent schedules a grievance or negotiating meeting, the Chief Steward or Alternate will suffer no loss in pay if said meeting interferes with work assignment.

C. Upon the hiring of a new employee, his/her name, date of hire, and assignment will be supplied to the Chief Steward during the first thirty (30) days of regularly scheduled employment.

D. The Chief and the Alternate Stewards shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

ARTICLE VI

EMPLOYER

A. The Employer, on its behalf, and on behalf of the electors of the District, shall have the right to exercise the customary and regular functions of management, including, by way of illustration and not limitation, the right of executive management of the school system and properties; the right to hire, promote, transfer, suspend, discharge, demote employees; the right to schedule, determine the means, methods, and standards of operation and work, adopt rules and regulations, determine the qualifications of employees; determine the management organization of the system; and all rights, duties, powers, and authority as conferred and vested in it by the Constitution of the State of Michigan and the United States.

B. It is understood that any matter not specifically set forth in this Agreement remains within the reserve right of the Employer.

ARTICLE VII

SAFETY

The administration will adopt, maintain, or revise reasonable measures for the prevention of job hazards that employees may encounter in the operation of the school bus.

ARTICLE VIII

JURISDICTION

Employees of the Millington Community Schools not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.

ARTICLE IX

SENIORITY

A. A newly hired employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment as a regular driver. If at any time prior to the completion of the ninety (90) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period by the Employer, without appeal by the Union. Probationary employees who are absent during the first ninety (90) work days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire as a regular driver.

C. Employees shall be laid off and recalled according to their seniority within classification.

D. An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged and such discharge is not reversed through the Grievance Procedure.
3. The employee retires.

4. The employee fails to return to work when recalled from lay-off.

E. Seniority shall be retained for a period of one (1) year within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, and return to the bargaining unit in the event that the employee vacates their supervisory position.

F. A seniority list will be made available to the Union on or about October 1st of each year.

ARTICLE X

VACANCIES, NEW RUNS

A. The Transportation Supervisor shall schedule a meeting with all employees covered by this Agreement within the two (2) weeks prior to the start of the school year. All employees shall be notified of all the bus runs, and shall have the right to bid on all runs. The Employer shall determine the number of employees, and shall assign the least senior drivers any runs not bid on.

Employees who do not attend the meeting may submit their written bid for vacancies to the Transportation Supervisor prior to the meeting.

B. Once the annual bidding of runs has been completed, the combination of runs shall remain with the driver unless:

1. The driver terminates employment.

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

C. In the event that vacancies occur, or a new run is established during the year, such vacancy or new run shall be posted on the employees' bulletin board within three (3) working days from the date of the establishment of the new run. All vacancies or new runs that are posted shall include the following:

1. Type of run.

2. Starting date.

3. Starting time.

4. Description of run.

The employees shall be given three (3) working days time in which to bid on the vacancy or new run. The senior employee who bids on the vacancy or new run shall be assigned to the vacancy or new run on the fifth (5th) working day after completion of the posting period. The original posting and one (1) subsequent posting (if necessary) shall be made. The temporary assignments may be made to fill any vacancy or new run while the process of filling the vacancy or new run is occurring. The Employer shall determine the number of drivers, and shall assign to the least senior driver that can take the run, or any run not bid on.

D. Any remaining vacancies which have not been filled by the regular drivers according to Sections A and C of this Article shall be filled by the Employer.

E. In the event of a temporary vacancy due to the absence of a regular driver who is on an approved leave of absence for at least ten (10) working days, such vacancy shall be filled from among the regular drivers who have submitted to the Transportation Supervisor their name and availability to substitute on posted temporary vacancy shall it be offered. In the event that no regular driver elects to fill the temporary vacancy, the vacancy shall be filled by the Employer.

F. Temporary vacancies are deemed temporary as long as the regular employee is on approved leave of absence. When and if it is determined that the regular driver will not be returning to their regular assignment, that vacancy will be filled as specified in Sections A and C of this Article.

G. If a regular run goes outside the school district, the Transportation Supervisor has the right to make it a round trip run, and the employee shall be paid by the hour instead of by the run. The vacancy shall be filled as specified in Sections A and C of this Article.

H. For the purpose of this Article, runs are defined as follows:

1. Runs
 - a. Shuttle
 - b. Kindergarten/Head Start (pick-up, take home, or pick-up/take home)
 - c. Elementary (pick-up and take home)
 - d. Secondary (pick-up and take home)
 - e. Special Education (pick-up and take home)

- f. Vocational Technology Center (to and from Technology Center)

"Shuttles" will be combined with regular runs for no extra pay, except as provided below. There will continue to be three (3) drivers paid and/or driving shuttle run(s) in the school year 1998-1999. Effective with the school year 1999-2000, the Board may schedule shuttles with the regular runs for no extra pay, provided, however, in school year 1999-2000, there shall be at least two (2) drivers paid and/or driving shuttle run(s). In the school year 2000-2001, there shall be at least one (1) driver being paid and/or driving shuttle run(s).

The Lutheran AM shuttle runs may be combined with the regular runs upon ratification of this Agreement.

ARTICLE XI

ELIMINATION OF A BUS RUN

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 least senior driver within the same time slot. The employee whose run is eliminated, or the employee who is bumped by a more senior driver, shall be laid off.

ARTICLE XII

DISCIPLINE DISCHARGE

Dismissal, suspension and/or other disciplinary action which shall become part of the non-probationary employee's personnel file shall be for stated and just causes, which shall be given to the employee in writing, a copy to the Chief Steward and a copy to the Union. The employees shall have the right to defend themselves against any and all charges. When the Employer feels a disciplinary action is warranted, such an action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or five (5) working days of the date that the Employer first became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for either dismissal, suspension and/or other appropriate disciplinary action are the following: drunkenness, dishonesty, insubordination, failing any drug and/or alcohol test, or willful violation of Employer's rules. Any disciplinary letter which has been placed into an employee's personnel file shall be removed from the employee's personnel file two (2) years from the date the letter was placed in the employee's file. Letters over six (6) months old will not be used for disciplinary purposes.

ARTICLE XIII

LEAVES OF ABSENCE

A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of allowable compensation from the Employer, shall be granted a non-paid leave of absence of up to one (1) year for such disability, provided the employee notifies the Employer of the necessity therefore, and provided further the employee supplies the Employer with a statement from their medical or osteopathic doctor of the necessity and length of time for such leave of absence, and for the continuation of such absence when the same is requested by the Employer.

B. Leave Without Pay Days

Requests to return to work from an unpaid leave day or absence shall be made to the supervisor before 12:00 p.m. noon the day before returning to work. (Examples: Request to drive secondary a.m. run on February 4, 1988. This request must be made before 12:00 p.m. noon on February 3, 1988, in order to be able to drive. Requests to return for afternoon runs on February 4, 1988, shall be made prior to 5:00 p.m. on February 3, 1988).

C. Leaves of absence of up to one (1) year shall be granted for physical or mental illness in the employee's immediate family, which includes husband, wife, children or parents.

D. 1. Employees, upon written request, may be granted unpaid leaves of absence for up to one (1) year for the following purposes: professional, personal or study. Leaves shall not be recommended to be approved until a replacement for the employee requesting said leave has been secured.

2. Unpaid leaves shall be granted for military service in conformance with Federal and State law.

3. Employees, upon written request and documentation of need, shall be granted unpaid leaves for childbearing, child care, and physical or mental disabilities.

4. The Board reserves the right (to require at its expense and by the Board doctor's examination) to determine if an unpaid leave of absence is warranted, if the employee is able to return to work, and if the employee must take an unpaid leave of absence.

5. Employees making such request shall set forth the following minimal information:

- a. Name, date, applicant's signature;
- b. Nature of the request;
- c. Reason(s) for request and any additional information that could bear on the merits of the requested leave;
- d. Date applicant desires to commence and terminate the unpaid leave of absence.

E. Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Employer with a statement from her physician stating 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 she is required to interrupt her employment upon the advice of her physician, she shall be granted a leave of absence. Upon her return to work, she will be required to furnish a signed medical statement to the Employer, from her physician, indicating that she is physically able to return to work.

F. Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the duration of such office or position, up to one (1) calendar year.

G. Non-paid leaves of absence may be granted for Union business for a run(s) to Union officials in order to attend Union meetings. The request for non-paid leave of absence must be requested at least three (3) working days prior to the requested date, and a substitute must be obtained prior to approval.

H. Non-paid leaves of absence may be granted for other reasons than those listed above after all allowable "Business Leave Days" have been exhausted. The request for the non-paid leave of absence must be requested at least three (3) working days prior to the requested date, the request must be for a complete day, and a substitute must be obtained prior to approval.

I. All requests for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union. Granting of such leave shall be for a period not to exceed one (1) year; subject to renewal at the sole discretion of the Board.

J. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during their leave of absence, and the employee shall be entitled to resume their regular seniority status and assignment prior to the leave. The subsequent vacancy that is created due to the transfer of the senior driver to the temporary vacancy, as a result of this Article, may be filled by a substitute driver.

K. The Employer reserves the right to require an employee to submit to an examination by the Employer's doctor, and at the Employer's expense, to determine the necessity of a leave, or being able to return from said leave.

L. Leaves of absence in this Article will not be used for disciplinary purposes.

M. A driver on an unpaid leave of one (1) calendar year or less shall have the right to return to his/her former run if the run is still in existence. During the period of the leave, if one (1) year or less, the run will be filled with a substitute or temporary employee. Drivers on unpaid leaves of more than one (1) calendar year may return by bumping the lowest senior employee with at least one (1) regular run. When runs are subsequently bid, the employee may use his/her accrued seniority to bid. For leaves of more than one (1) year, the employee's run shall be considered vacant for the purpose of bidding.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. A grievance, for the purposes of this Agreement, shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of, or failure to re-employ any probationary employee.

2. Any matter for which there is recourse under State or Federal Statutes, except in the case where there is recourse under the specific terms of this Agreement.

3. When the employee and/or Union seeks another forum to seek a remedy for an alleged violation of this Agreement, then that matter is no longer subject to the Grievance Procedure.

B. For the purpose of processing grievances, working days shall be defined as Monday through Friday in which school is in session.

C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

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

E. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall cite the Article, Section or subsection of this Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

F. Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the alleged violation giving rise to the grievance, or within five (5) working days of the knowledge thereof, shall not hereafter be considered a grievance under this Agreement.

Step One

A. Any employee having a grievance shall discuss the grievance orally with the Transportation Supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.

B. The Chief Steward then shall submit the grievance in writing to the Transportation Supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The employee and the Chief Steward shall sign the grievance.

Step Two

A. The Chief Steward and grievant shall meet with the Transportation Supervisor to discuss the grievance within five (5) working days of its written submission to the Transportation Supervisor.

B. The Transportation Supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

Step Three

A. Any appeal of a decision rendered by the Transportation Supervisor shall be presented in writing to the Superintendent of Schools or his/her designee within five (5) working days from the date of receipt of the answer given by the Transportation Supervisor, and the Superintendent of Schools or his/her designee shall meet with the Business Representative, Chief Steward and/or grievant at a time mutually agreeable.

B. The Superintendent of Schools or his/her designee shall give their decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative, Chief Steward and/or grievant.

Step Four

A. Any appeal of the decision rendered by the Superintendent of Schools or his/her designee shall be presented in writing to the Board of Education and/or their agent, within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools or his/her designee. Such appeal shall contain a copy of the grievance along with the decision of the Superintendent of Schools or his/her designee, and shall be directed to the Officer of the Board of Education in charge of drawing up the agenda for the Board of Education's scheduled meeting.

B. The Board of Education and/or their agent may allow the Business Representative an opportunity to be heard at the meeting for which the grievance was scheduled to be acted upon. Within ten (10) working days from the date of said meeting, the Board of Education or its agent shall render its decision in writing.

Step Five

Individual employees shall not have the right to process a grievance at Step Five.

A. If the Union is not satisfied with the disposition of the grievance at Step Four, it may, within ten (10) working days after the decision of the Board of Education or its agent, refer the matter for arbitration to the Michigan Employment Relations Commission in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

B. Neither party may raise a new defense or ground at Step Five not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) working days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at the time in an attempt to settle the grievance. Conduct by the parties and the arbitrator prior to, during, and subsequent to the hearing shall be in accordance with the rules of the American Arbitration Association.

C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the Employer or the Union to judicial review, the lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
2. He/she shall have no power to establish salary scales or to change any salary.
3. He/she shall have no power to change any practice, policy or rule of the Employer, nor substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer.
4. He/she shall have no power to interpret State or Federal Law.
5. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. More than one (1) grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.

8. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustment, and the arbitrator shall have no power to order one.

9. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based.

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

G. The arbitrator, the Union or the Employer may call any relevant person as a witness in any arbitration hearing.

H. Each party shall be responsible for the expense of the witnesses that they may call.

I. The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of the arbitrator is rendered against. In the event that the arbitrator grants an award which is not clearly in favor of one (1) party, then the fees, expenses and filing fees of the arbitrator shall be shared equally by the parties.

J. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.

K. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolved.

M. The result of the arbitrator's decision shall be implemented within fifteen (15) working days from the date of the arbitrator's decision. Extension of this time may be mutually agreed upon.

ARTICLE XV

HOURS AND WORK WEEK

A. The regularly scheduled work week shall be Monday through Friday.

B. The normal work day shall be whatever would constitute the bus driver's normal bus runs.

C. In the event that the employee's regular run or runs is canceled, and the employee is not notified of such cancellation at least one (1) hour prior to the scheduled reporting time, such employee shall be paid for a minimum of one (1) run's pay at the regular run rate of pay. Drivers requested to stand-by for a period longer than one (1) hour after normal starting time shall be paid an additional run pay at the regular run rate of pay.

ARTICLE XVI

EXTRA TRIPS

A. Extra trips are herein defined as any trip that leaves the school district under the direct authorization of the Employer or their designee, and it is not a daily scheduled run.

B. To be eligible to drive an extra trip, an employee must be driving at least one (1) regular run per day, must have completed probation, and have one (1) year experience as a bus driver. If no driver is available, the Employer may assign.

C. An active seniority list shall be established as follows:

1. At the beginning of each school year, each eligible bus driver shall indicate, in writing, to the Transportation Supervisor, on a form provided by the Employer, if they desire to be placed on the active seniority list. This must be done no later than three (3) working days after the opening day of school.

2. Those employees who have indicated that they wish to be on the active seniority list shall be placed on the list in order of seniority, with the most senior employee to be placed at the top of the list, and all other employees placed in subsequent order according to seniority.

3. Any eligible bus driver may be added to the list any time during the year, and will be placed at the bottom of the active seniority list as they make request.

4. Any eligible bus driver who wishes to be dropped from the list and return later shall be placed at the bottom of the active seniority list. Either request must be in writing to the Transportation Supervisor before any action will be taken.

5. Drivers shall receive a ten per cent (10%) premium for Saturday and Sunday trips.

D. The employee who drives an extra trip shall be paid a minimum of two (2) hour's pay at the agreed rate of pay, or the pay for the actual time that the employee drives on the extra trip, whichever is greater.

E. An employee who drives an extra trip shall be paid at the agreed rate of pay from the scheduled reporting time until the time of return, plus a fifteen (15) minute safety check and warm up time prior to leaving, and a fifteen (15) minute clean up time after the driver has completed the trip.

F. When there is more than one (1) extra trip posted at the same time, the most senior driver on the active seniority list, and eligible to drive the next trip, shall have the first (1st) choice of those available trips.

G. When an extra trip is posted, the Transportation Supervisor or his designee shall contact the bus driver who is the next eligible driver on the active seniority list. If that driver refuses to take the trip, the next driver shall be asked to take the trip. If all bus drivers refuse to take the trip, then a driver with less than one (1) year experience may be utilized before a substitute is called. However, if no substitute is available, then the last driver on the list shall make the trip. Drivers will receive extra trip pay, or regular run pay, whichever is greater.

H. An employee who gives up an a.m. or p.m. run for an extra trip shall be paid his/her a.m. or p.m. run for the first (1st) hour of the extra trip. Drivers missing two (2) or more runs shall be paid the full amount of their highest paid missed run for their first (1st) hour's pay for the field trip. Subsequent hours on the field trip shall be paid at the field trip rate.

I. The Transportation Supervisor or his designee will make two (2) attempts (with no less than two [2] hours intervals between calls) to reach a bus driver to take an extra trip. If no contact is made, that will be deemed a refusal, and the next driver will be contacted.

J. Drivers will not be charged for an extra trip, whether the trip is taken or declined, if the trip is not posted with at least six (6) hours notice. The driver taking the trip will be paid for all runs missed for making the trip.

K. In the event that an assigned trip is canceled, the driver who was assigned to that extra trip shall be given the opportunity to drive the next unassigned extra trip. If more than one (1) driver's trip is canceled on the same day, those affected drivers will be offered the next unassigned trip according to the time the Transportation Supervisor was notified of the cancellation, unless all trips were canceled at the same time.

L. The regular driver may take an extra trip which falls during their regular run hours. If the employee accepts an extra trip, that employee will be paid, at least, the same wages that were lost from not taking the regular run(s), or the actual time for the extra trip, whichever is greater.

M. If at all possible, extra trips shall be assigned a minimum of two (2) working days prior to the date the extra trip is scheduled to depart, but not more than five (5) working days prior to the scheduled date of departure. Driver shall be charged for turning any trip down.

N. When an extra trip is canceled, and the driver who was assigned that extra trip is not given a minimum of twelve (12) hours notice prior to the date the extra trip is scheduled, except in the event of emergency conditions beyond the control of the Employer, such driver shall be paid a minimum of two (2) hours pay at the regular extra trip rate of pay. The driver shall be assigned the next unassigned extra trip.

O. In most situations, it is desirable to have bus drivers transport students, however, nothing in this Agreement shall prevent the district from determining to use parents' vehicles for the transportation of students on extra trips that are curriculum related. It is understood this is a right of the Board, however, it shall not be exercised in an arbitrary or capricious manner.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

A. Full sick leave time is put in a bank at the beginning of the school year or at the time a regular run is given. Sick days are pro-rated at one (1) day per month at the time the run is given out or at the termination of services.

Regular drivers shall be allowed eleven (11) days paid leave per year for:

1. Personal illness.
2. Home emergency.
3. Sickness of immediate family.

Sick days are computed as follows: Sick leave days times (x) number of runs equals (=) the number of sick leave runs. (Example: 10 x 3 = 30 sick leave runs for a regular driver starting in September. 5 x 3 = 15 sick leave runs for a regular driver starting in February.)

Employees who are unable to perform their duties because of illness or disability shall notify the Transportation Supervisor before the start of the work day. Employees shall notify the supervisor of their absences due to illness at least one (1) hour prior to the start of their shift, except in cases of emergencies. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the Transportation Supervisor will make arrangements as to the frequency of continued notification of the illness or disability.

Sick Days

If you have requested a sick day or are on a sick leave and can return to work, you may request to do so by following the format under unpaid leave days.

Sick Leave

The Board, at its option, may require doctor's verification of the need for sick leave. The doctor's statement, if requested, will state the diagnosis and prognosis in order for the employee to receive pay for the day(s).

At the end of the school year, each regular driver shall receive one hundred percent (100%) of the daily rate for each unused sick leave day, or have the option to bank the full number of unused days. All unused sick leave days shall be paid at one hundred percent (100%) of current rate of pay to an employee upon leaving the district, to a maximum of one hundred (100) runs.

An employee while on paid leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

B. Personal Business Days

Three (3) days (deducted from sick leave) may be used for personal business. The Transportation Supervisor must have one (1) working day's notice of requested personal days. Permission will be granted only after a substitute driver has been secured. No personal days will be allowed on either the last working day prior to or the first working day following a holiday. The one (1) day not deducted from sick leave shall be used first.

Requests shall be for either a half (1/2) day or a full day. If you should not need the half (1/2) day or full day requested, you could cancel and return to work using the format described under leave without pay days.

C. Attendance Award

An Attendance Award of one hundred dollars (\$100.00) per year will be paid to drivers with "perfect attendance". For the purpose of this paragraph, perfect attendance is defined as using no "sick time". The three (3) days designated for personal business may be used, and inclement weather days charged against sick time may be used without loss of eligibility for the Attendance Award.

D. Funeral Days

If death occurs among members of an employee's immediate family or spouse's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of three (3) days. In the case of death of the employee's uncle, aunt, nephew, or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral.

Definition of employee's immediate family or spouse's immediate family shall be interpreted as including wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, grandfather, grandmother, grandchild, step-father, step-mother, stepchildren, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

ARTICLE XVIII

HOLIDAYS

A. The Employer will pay the employee their normal pay for the following holidays, even though no work is performed by the employees, provided the employee works the regularly scheduled work day prior to and immediately after the holiday:

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

B. In the event the scheduled holiday falls on a weekend day, the employee shall be paid for the holiday.

C. To be eligible for holiday pay as per Article XVIII of the Master Agreement, the employee must actually physically work on the work day prior to and immediately after the holiday. The only exception to this rule will be for employees who themselves are ill on the work day prior to or immediately following the holiday, and can produce a doctor's statement before or after the illness, dated the day of the illness, which states specifically the nature of the illness and return to work date, or an employee who is on approved funeral leave. This exception shall not apply to sickness in the immediate family, home emergencies, or any other paid or unpaid excused absence.

ARTICLE XIX

INSURANCE - HEALTH, DENTAL, VISION

A. For those employees having three (3) or more runs, the Employer will pay up to the following monthly health premiums for full family and their dependents, provided they are not covered by another carrier.

Effective 8/01/01 to 08/01/03

\$275.00	for single subscribers
\$325.00	for two (2) persons
\$400.00	for full family and their dependents, provided they are not covered by another carrier

Effective 8/1/03 to 8/01/05

\$325.00	for single subscribers
\$375.00	for two (2) persons
\$450.00	for full family and their dependents, provided they are not covered by another carrier

Any balance of premium shall be deducted from employee's paycheck.

B. The Employer will provide a hospitalization plan that is or comparable to MEBS , POE, LA, PPO, Option 1 Plan, Prescription Drug \$10.00/\$5.00 Co-pay. The Employer retains the rights to select the insurance carrier.

C. Employees who take an unpaid leave of absence will no longer be eligible for continuation of the Employer's contribution toward hospitalization insurance after eleven (11) consecutive days they would have received pay for had they been working. Loss of benefits will be in accordance with the following schedule:

15.0-29.0	=	1 month lost benefits
29.1-49.0	=	2 months lost benefits
49.1-69.0	=	3 months lost benefits
69.1-90.0	=	4 months lost benefits

Employees will be notified they can pay for their benefits up to four (4) months. If the leave is for longer than four (4) months, they must pay the insurance carrier directly, if permitted, or go on COBRA. Provided, however, an employee who meets the criteria for medical leave under Article XIII, paragraph A, shall have hospitalization insurance continued until long term disability benefits commence.

D. Dental

For those employees having three (3) or more runs, the Employer will pay the monthly dental premiums for the employee and dependents, provided they are not covered by another carrier. The Employer will provide a dental plan that is or comparable to Blue Cross-Blue Shield Dental Insurance Plan 50/50/50 MBL 600.

E. Vision

The Employer shall provide one hundred dollars (\$100.00) per year, per family, toward vision care.

F. The Employer shall pay the herein described insurance premiums for each of the eligible employees for the full twelve (12) months of each year, and such premiums shall continue to be paid by the Employer until such time as the employee resigns, is discharged, or in the case of lay-off, the insurance month following lay-off.

G. Term Life Insurance

1. Pursuant to the authority as set forth in the Michigan School Code, Section 320.632 and 380.1255, the Board agrees to provide the following fringe benefit.

2. Upon submission of a written application, the Board shall provide without cost for each employee normally scheduled to make two (2) runs or more per day, term life insurance protection in the amount of ten thousand dollars (\$10,000.00) that shall be paid to the bargaining unit member's designated beneficiary. The term life insurance program shall also provide:

- a. In the event of accidental death, an additional amount equal to the face amount of the life insurance policy.
- b. In the event of dismemberment, a scheduled amount payable according to severity and loss.

- c. Waiver of premium provision to be provided on the face amount of the life insurance in force.

3. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first (1st) day of the month following the month work commenced.

4. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.

5. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

H. Long Term Disability Insurance

1. Pursuant to the authority, as set forth in the Michigan School Code, Sections 320.632 and 380.1255, the Board agrees to provide the following fringe benefits.

2. Upon submission of a written application, the Board shall provide the premium for each employee normally scheduled to make two (2) runs or more per day towards a salary replacement program in the event the employee is unable to perform his/her duties as a result of a disability occurring from illness or injury.

3. The program selected will provide the following:

- a. Waiting period: ninety (90) days
- b. Percent of salary: sixty percent (60%)
- c. Monthly maximum benefit: \$1,500.00
- d. Pre-existing conditions waived
- e. Rehabilitation provision
- f. Mental/nervous conditions: two (2) years
- g. Social Security freeze provision: unlimited
- h. Minimum benefit level: twenty-five dollars (\$25.00)

- i. Benefit levels in accordance with A.D.E.A. guidelines [age seventy (70) maximum]

4. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first (1st) day of the month following the month work commenced.

5. The Board agrees to provide the above-mentioned benefit program within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

ARTICLE XX

GENERAL

A. Tax Sheltered Annuities

The Employer agrees to deduct the premiums for a variable tax deferred annuities that are approved by the Employer and solely paid for by the employee, and to remit such premiums to the designated insurance company.

The Employer will provide a tax sheltered annuity for employees who opt out of hospitalization coverage in the amount of one hundred dollars (\$100.00) per month for the period the employee would be eligible for the hospitalization pursuant to Article XIX Insurance - Hospitalization, Dental, Vision, paragraph E. The Employer reserves the right to require proof the employee electing this option has hospitalization coverage from another source.

B. Deductions

The Employer agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as Savings Bonds and Credit Union.

The Employer agrees to notify employees who have received an overpayment of wages. Following such notification, the Employer will attempt to arrive at a mutually acceptable repayment schedule with the employee. If these efforts are unsuccessful, the Employer reserves the right to recover any overpayments by withholding up to the full amount, not to exceed fifteen percent (15%) of gross, from the employee on the next regular payroll check.

C. Physical Examinations

When the employee receives his/her required physical examination from their personal physician, the Employer shall reimburse the employee up to twenty-five dollars (\$25.00) upon the employee presenting a statement or receipt indicating the cost of the required physical examination. In lieu of the foregoing, the employee may receive his/her required physical examination from the Employer's physician, without cost to the employee, in accordance with the procedure established by the Employer.

D. Bulletin Board

A bulletin board shall be made available by the Employer at the Transportation Center for the use of the Local Union, with such bulletin board to be used exclusively for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union;
5. Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any other organizations among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union Officers or Representatives, the Chief or Alternate Stewards.

E. Bus Certificate Tests

The Employer shall pay the extra trip rate for each hour of classroom time incurred by the employee who attends the bus driving school as is required by the State of Michigan.

F. An employee who drives an extra trip shall be reimbursed up to eight dollars (\$8.00) for one (1) meal for each four (4) hours of consecutive time the employee is required to be on an extra trip. Employees shall turn in receipts for reimbursement. Such occasions necessitating payments occurring during the payroll period will be made as an addition to the employee's paycheck. The district has the right to require a receipt for the meal expense.

G. Expense Allowed

When driving an extra trip which requires lodging or other expenses, the driver will be reimbursed for all approved expenses when receipts are submitted. An employee who is driving such a trip shall be given either advance expenses or a credit card to cover those expenses for a round trip of one hundred fifty (150) miles or more.

H. Usage of School Facilities

The Union and its members shall have the right to use the building facilities at such hours that do not interfere with the regular school programs, or any other activities that had been previously scheduled, providing building use is scheduled with the Business Office.

I. Maintenance of Buses

The bus driver shall not be responsible for the cleaning of the exterior of their bus, but shall be responsible for the maintaining of the interior of the bus.

J. Breakdown Time

The Employer will pay the extra trip rate of pay for time, in fifteen (15) minute increments, past one and one-half (1-1/2) hours after the scheduled departure from the bus garage due to breakdown on the road.

K. Maps for Extra Trips

The Transportation Supervisor shall furnish detailed directions to the assigned driver for an extra trip.

L. Chauffeur's License

Bus drivers shall obtain a chauffeur's license, as issued and approved by the State of Michigan, before they shall be allowed to operate a school bus. The full cost of the license shall be paid by the Employer.

M. Reimbursable Expenses

Any reimbursable expenses which are paid to the employee shall be issued in a separate check, with no deductions to be made from such reimbursable expenses, and with such monies to be reimbursed within five (5) working days.

N. Meeting and Conference Payment

It is acknowledged that when a bus driver is called to a specific conference/meeting by the Transportation Supervisor, that bus driver shall be paid at the extra trip rate of pay.

It is acknowledged that the Employer may call a general meeting of the bus drivers once in a two (2) month period at the extra trip rate of pay. The Employer may call additional meetings for the purpose of discussing such matters as new laws, rules, regulations, and safety at the extra trip rate of pay.

O. Employee's Supervisor

The bus driver's immediate supervisor shall be recognized as the Transportation Supervisor or his/her delegated representative.

P. Employee's Lounge

The Employer shall provide the weekly cleaning of the employee's lounge, provided the employees do not abuse the service.

Q. In the event school is closed because of inclement weather, employees will not receive pay unless the day is made up and the employee works.

In the event the legislature modifies the current law to allow snow days, the employee will receive such days, even though no work is required by the Employer.

If the State gives the district credit for a snow day as a student session day, and gives the district State aid, the employees will receive pay even though they did not work on that day.

Employees who do not work when schools are closed due to inclement weather may use personal/sick days.

R. Bus drivers shall be paid two (2) hours per run for all maps, lists and any other paperwork required by the Transportation Supervisor. Pay for these two (2) hours will be added to the first (1st) pay in October, provided the required work is turned in timely.

ARTICLE XXI

JURY DUTY

Employees who are summoned to appear for jury qualification or service shall receive their pay from the Employer for such time lost, less any compensation received for jury service. If the employee is required by the school district to appear in court, he/she shall receive their normal pay. If an employee's jury duty pay is more than his/her daily bus pay, the employee shall keep his/her jury duty pay in lieu of his/her regular pay.

ARTICLE XXII

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications set forth on Schedule A, attached hereto and made a part hereof by reference.

ARTICLE XXIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIV

NO STRIKE CLAUSE

The Union and Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its Officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee 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 the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, 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 referred to, or covered in this Agreement, or 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 that they negotiated or signed this Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement, and govern the relation of the parties hereunder.

C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXVI

DURATION AND EFFECTIVE DATE

A. All articles of the Agreement shall be effective upon ratification of both parties, except those parts shall be retroactive where indicated.

B. This Agreement shall continue in full force and effect until July 31, 2008.

C. If either party desires to terminate this Agreement it 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 prior to the current year of termination.

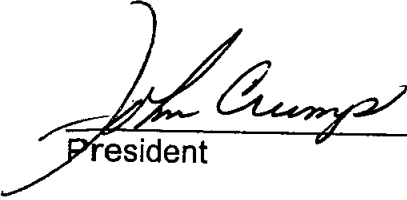
D. If either party desires to modify or change this Agreement it shall, within ninety (90) calendar days prior to the termination date, give written notice. If neither party shall give written notice of modification, or withdraws same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of modification by either party on ninety (90) calendar days written notice prior to the current year termination.

E. Notice of termination 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 the Millington Community Schools, 8655 Gleason Street, Millington, Michigan 48746, or to any other address the parties may make available to each other.

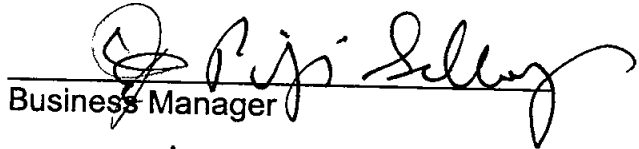
IN WITNESS WHEREOF: the parties have executed this Agreement by their duly authorized representatives to be effective as of September 1, 2005.

**MILLINGTON COMMUNITY
SCHOOL DISTRICT**

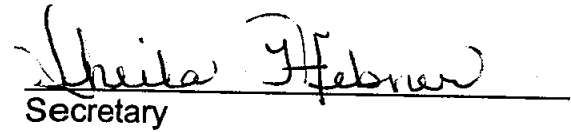
**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**



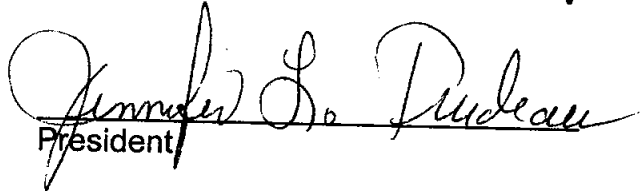
President



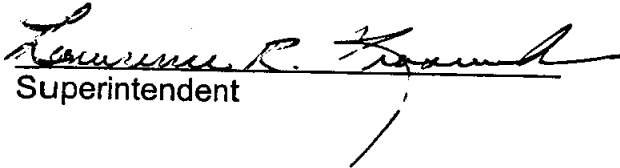
Business Manager



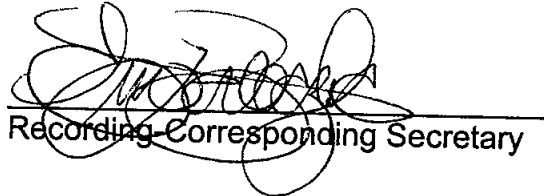
Secretary



President



Superintendent



Recording Corresponding Secretary

APPENDIX A
COMPENSATION

A. Wage Scale for a Regular Run

	9/01/05	8/01/06	8/01/07
Step 1	\$21.73	\$22.60	\$23.72
Step 2	\$22.75	\$23.66	\$24.84
Step 3	\$23.84	\$24.79	\$26.03

B. A bus driver whose regular and/or kindergarten run is greater than twenty-five (25) miles in length, shall receive one dollar fifty cents (\$1.50) more per run.

C. The kindergarten run driver shall be paid extra over the regular run rate for each daily kindergarten noon time run, one dollar eighty cents (\$1.80) more per run.

D. The shuttle run driver shall be paid at the rate of three dollars forty cents (\$3.40) per run.

E. Extra trip runs shall be paid at the rate of ten dollars (\$10.00) per hour.

F. Technology Center Run

Technology Center run to receive warm-up time.

Technology Center run to receive one and one-half (1-1/2) time on a non-scheduled work day.

The Technology Center run shall be paid at the rate of eleven dollars fifteen cents (\$11.15) per hour.

G. Longevity

An annual longevity service award shall be paid to bargaining unit employees in accordance with the following schedule.

Employees making two (2) regular runs or more shall receive an annual longevity payment according to the following schedule:

10-14 Years	\$575.00
15-19 Years	\$700.00
20 Years or More	\$900.00

The employee must have worked, or been paid for at least seventy percent (70%) of the student scheduled days. Longevity shall be paid the last pay in May.

Within thirty (30) work days following ratification, the parties shall prepare a longevity listing for all employees, where the employee's longevity credit shall be equal to the employee's seniority as of November 10, 1993. When the next longevity is paid in May 1994, the employee's years of service will be based upon this longevity listing, plus paid time following November 10, 1993, and the parties will establish a new listing of longevity as of May 1, 1994.

Each year thereafter, longevity payments will be based on the longevity credit of the previous year, plus time paid since that listing, and the parties will establish a new listing of longevity as of the first (1st) of May that year.

For purposes of this Section, credit will be given when the employee has worked or been paid for at least seventy percent (70%) of the student scheduled days. Time paid shall only include sick leave, funeral leave and personal leave paid under Article XVII; Worker's Compensation; and short-term disability pay.

Van

If the school district purchases a van which could be used to legally transport students, during the time frame of this Contract, bus drivers and Employer will meet to discuss and mutually agree upon the use of the school van.

LETTER OF AGREEMENT

Extra trips will be posted on the extra trip board five (5) working days prior to a trip. The form used to post these trips will include date and time of posting. It will be the driver's responsibility to check the extra trip board daily and determine if they are the eligible driver. If the eligible driver elects to take the trip, they will sign the sheet indicating the date and time of their acceptance. If they refuse the trip, they will sign the sheet indicating the date and time of their refusal, and the process moves to the next eligible driver. If the eligible driver is on sick leave, the Transportation Supervisor will contact the driver to see if they will be able to take the trip. If they are not able, the supervisor will notify the next eligible driver. If all bus drivers refuse to take the trip, the last driver on the list shall make the trip. If either party decides this procedure is not acceptable, they shall notify the other party in writing. The parties at that time will work together to implement a procedure that is mutually acceptable to both parties.

**MILLINGTON COMMUNITY
SCHOOL DISTRICT**

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

Laurence R. Hoan

Daniel M. Carthy

Originally Dated: _____

LETTER OF UNDERSTANDING

The parties hereby agree that, except as otherwise provided in Section H, "Van", of Appendix A, Compensation, for trips of less than or equal to one hundred (100) miles, the Employer will use school bus(es) to transport students on extra trips when equipment and personnel (including regular and/or substitute drivers) are available. The Employer may use some method other than school buses to transport students on extra trips greater than one hundred (100) miles, and shall notify the Union five (5) work days in advance of trip, to the extent feasible.

The mileages used in this Letter of Understanding refer to the distance traveled one-way.

**MILLINGTON COMMUNITY
SCHOOL DISTRICT**

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

Lawrence R. Frank

Daniel McCarthy

Originally dated: _____

