

AGREEMENT

between the

CONSTANTINE PUBLIC SCHOOLS

and the

INTERNATIONAL UNION

of

OPERATING ENGINEERS

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



JULY 1, 2007 - JUNE 30, 2010

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ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE 2

UNION MATTERS

A. RECOGNITION CLAUSE

This contract covers all full-time drivers. Full-time drivers are defined as those drivers who are assigned to a regularly scheduled daily route. It does not apply to temporary route drivers who are substituting on a route of a full-time driver.

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

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. UNION SECURITY

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall, within thirty-one (31) calendar days of the effective date of the Agreement, or within thirty-one (31) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, as a condition of employment, pay to the Union each month a service fee in a legally permissible amount not to exceed the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

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

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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

The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

C. CHECK-OFF OF DUES AND FEES

The Employer shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of initiation fee and the Union dues or service fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions, and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such dues and service fees, when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and Local 547 of the IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 547 of the International Union of Operating Engineers.

The Union agrees to defend, indemnify and hold harmless the Constantine Public Schools, its Board of Education, past and present members of the Board of Education, and past and present employees and agents from any and all liability of every sort and nature, including unemployment compensation costs and attorney fees, that may be incurred as a result of enforcement and compliance with this Article of this Agreement.

D. STEWARDS

Employees may be represented by one (1) Chief Steward and a designated Assistant Steward, whose identity shall be made known to the Employer. Stewards involved in grievance meetings or bargaining with the Administration shall not lose pay or benefits. There may be up to two (2) total bargaining team members representing the bargaining unit who shall not lose pay or benefits as a result of bargaining sessions required to be scheduled during normal work hours.

E. BULLETIN BOARD

The Employer will furnish one (1) bulletin board for Union use.

F. WORK STOPPAGE

The bus drivers will not engage in or encourage strike action of any type during the life of this contract.

ARTICLE 3

PROBATION, SENIORITY, & REDUCTIONS

A. PROBATIONARY PERIOD

All newly hired permanent bus drivers will be placed on probation for sixty (60) working days.

B. SENIORITY

Seniority as a driver shall accrue from the date the Board approves the employment of a driver. Should more than one (1) driver have the same Board approved date, the order of seniority shall be determined by the lowest last four (4) digits of their Social Security numbers – lower numbers shall be ranked higher in seniority.

A new driver is classified as any full-time assigned driver that has not driven at least eighty-five (85) days in the previous school year. To earn a step increment, a driver must drive at least eighty-five (85) days per year.

An employee will lose her seniority for the following reasons:

1. She resigns from a classification covered by this Agreement;
2. She is discharged for cause and not reinstated through the Grievance Procedure;
3. Upon normal retirement.

Upon request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, classification and classification seniority date.

C. REDUCTION IN FORCE

Employees shall be reduced in hours, laid off or recalled according to seniority in their classification with a minimum of twenty (20) days notice, provided, however, that to be eligible for recall, the employee must be qualified to hold the position. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is the same or lower classification; provided, the senior employee is qualified to hold the position held by the lower seniority employee. In the event that one (1) or more bus routes are eliminated, a bid meeting shall be conducted. The bid meeting shall likewise be utilized to implement any reduction in force or reduction in hours beyond a half (0.5) hour per day. At a bid meeting held due to route elimination or hours reduction, only those driver(s) displaced shall have a right to utilize their seniority to bump into a route held by a less senior bargaining unit member(s) in the same classification.

Upon lay-off from the district, an employee's seniority shall be frozen.

ARTICLE 4

ROUTE VACANCIES & BIDDING

A. VACANCIES & BIDDING

When a route or routes become open, they will be posted on the drivers' bulletin board for at least five (5) working days. In the event the route or routes become open when school is not in session, all drivers will be notified by mail and will have seven (7) days from the posting date to notify the Transportation Supervisor of their intent to bid on an open route(s). A proxy bid(s) given to a Union Steward is acceptable, and the Transportation Supervisor should be informed of any proxy bid(s) brought to a bid meeting. It is the employee's responsibility to provide contact information and/or proxy bid wishes to the Steward if they are absent during a posting period and/or bid meeting. Upon receipt of a written request, the business office will provide two (2) years of cost history on an open route. The senior employee making application shall be transferred within the following pay period to fill the vacancy or new position, provided she is capable of performing the duties of the job involved and has a satisfactory work record. However, the Transportation Supervisor shall consult with the representatives of the Drivers' Association/IUOE Local 547 prior to making his/her decision on a transfer. There will be a sixty (60) driving day probationary period. Any driver requesting a reassignment will have twenty (20) driving days to request a return to their previous route. The route reassignment will be done as quickly as possible, but in no instance will the reassignment take more than ten (10) days.

Temporary routes, of sixty (60) days or less, will be posted in the same manner as above. Should the route become permanent after the sixty (60) days temporary period, it shall be re-bid according to the above criteria.

ARTICLE 5

EXTRA TRIPS

A. MASTER SCHEDULE

A master schedule of all regular drivers shall be prepared for rotation of drivers for extra-curricular activities. On short notice trips, the supervisor shall have the right to ask a driver to take a trip. All extra-curricular trips paid by the school district, potentially excluding golf, tennis, cheerleading, and some post-season MHSAA tournaments, shall be posted. All co-curricular trips may be driven by the certified professional staff supervisor, if that person can drive by ability and complete the required training session.

B. ASSIGNMENT OF EXTRA TRIPS

Assignment of permanent substitute drivers for the Special Education, CTE or other routes that use sub drivers during the day, shall be on a rotating basis similar to the Extra Trips procedure. The Transportation Supervisor shall have the right to ask a driver to perform sub driver duties in the event of short notification, if the sub list has been exhausted.

A full-time driver may be eligible to drive an Extra Trip instead of his/her regular bus route, only if a substitute driver is available to replace the full-time driver. This substitute driver also must be fully qualified, which is defined as having ridden and driven that particular route without problems. A driver may give up his/her route to take any Extra Trip, including sports, if a permanent substitute driver is available to drive this route. The driver will still receive his/her route pay, in addition to the pay received for the extra trip.

If Extra Trips are changed after being posted, drivers, if possible, will be given twenty-four (24) hour notice of changes after trip is assigned, with weather issues excluded from this rule. The driver shall have the right to refuse the Extra Trip if changes are made after it is assigned, provided, however, the right to refuse is conditioned upon there being sufficient time to obtain another driver for the Extra Trip. The driver will go to the top of the Extra Trip bid list.

Should an Extra Trip be canceled, the affected driver(s) will go to the top of the Extra Trip list for the next available trip within one (1) week. When necessary, the driver shall request a map and/or driving directions to an Extra Trip destination upon assignment of the Extra Trip.

C. EXTRA TRIP PAY

Pay for trips, other than regular daily runs, shall be at a rate established on Schedule A, with two (2) hours minimum pay. Drivers will receive an eleven dollar (\$11.00) reporting bonus for Extra Trips that have been scheduled on days when students are not scheduled for attendance. Drivers will be reimbursed up to seven dollars (\$7.00) for meals on Extra Trips involving six (6) or more hours of continual service (with afternoon route times to be part of this time if a trip departs within forty-five [45] minutes of the end of the regular route), and up to an additional seven dollars (\$7.00) involving eleven (11) or more hours of continuous service. The driver must submit paid and itemized meal receipts. On any overnight trip, drivers will be assigned their own room(s). All non-wheelchair (non-lift bus) Special Education Extra Trips that originate from Constantine Public Schools shall be paid at the regular Extra Trip Driving rate, as well as taking busses for service. Any trips to deliver or pick-up a bus for repair or service, will be assigned on a rotating basis from the Full-Time Driver Daytime Sub List of five (5) Drivers, and paid at the current contractual rate for Extra Trips.

D. MISCELLANEOUS FEES

When trips are of such length that the purchase of fuel, parking, tolls, or other fees are required, expense money shall be provided in advance, when requested, within twenty-four (24) hours of trip departure.

E. EXTRA DRIVER REQUEST

On Extra Trips, where the drivers or transportation secretary feel it is appropriate, a request for a second driver may be submitted to the Transportation Supervisor. If the Transportation Supervisor concurs, the request shall be forwarded to the Superintendent or his/her designee for approval. The approval of a second driver for any trip will be at the sole discretion of the Superintendent or his/her designee and is not subject to any form of grievance.

ARTICLE 6

COMPENSATION & BENEFITS

A. WAGES

Wages and compensation shall be paid as established in Schedule A. The Board will pay the required contribution on gross wages to the Michigan Public School Employees Retirement System.

B. FORGIVEN DAYS

Drivers, and others covered by this Agreement, will be paid at the current contract rate for each type of trip driven, plus be paid their regular daily pay rate, **for up to** four (4) "forgiven" days within the current School Aid Act provisions. Such "forgiven" days may include snow days, severe storms, fire, epidemics, health conditions, or other days beyond the school district's control as defined by the current School Aid Act.

C. PROFESSIONAL DEVELOPMENT & CDL RENEWAL

For the duration of this Agreement, drivers will be paid for up to two (2) Professional Development days. One of the Professional Development days shall be the annual before school starts drivers' meeting. The date of the second day shall be negotiated with the Association/IUOE Local 547. The Professional Development day pay will be the current Extra Trip hourly rate with a three (3) hour minimum.

Pay rate for schooling shall be paid at the applicable Extra Trip rate.

The district will reimburse drivers for their extra fees above and beyond a standard driver's license for the renewal of their CDL and required endorsements.

D. ANNUAL PHYSICALS

Annual driver physicals will be reimbursed up to fifty-five dollars (\$55.00), with the driver responsible for charges above that amount. All drivers, at the time of the annual physical, may be required to submit to a urinalysis test conducted by a licensed lab. Random urinalysis drug testing may be required, when suspicion on the part of the Administration or the Board warrants such action, or to meet current legal requirements. The cost of this drug testing will be paid by the district. Drivers shall be paid a minimum of one (1) hour at the current Extra Trip rate for off site random drug testing.

E. SICK DAYS & ATTENDANCE BONUS

Full-time bus drivers and aides shall be granted ten (10) sick leave days per year, cumulative to eighty-five (85) days for reason of personal illness, and paid at the daily average during the week of the absence. A maximum of ten (10) of these days may be used annually for family-related illnesses. Drivers with perfect attendance after the end of the first half of the school year (defined as Martin Luther King, Jr. Day) will be awarded a one hundred seventy-five dollar (\$175.00) bonus, and another one hundred seventy-five dollar (\$175.00) bonus may be earned at the end of the second half of the school year for perfect attendance after MLK Day. Drivers with only one (1) day of excused absence for the school year will be awarded a two hundred dollar (\$200.00) bonus. No driver will be eligible for more than a total bonus of three hundred fifty dollar (\$350.00). Bereavement, Jury, Personal Days, and FMLA leave shall not be counted in determining a driver's eligibility for an attendance bonus. Bonuses shall be paid at the time they are earned on the next payroll date.

F. PERSONAL BUSINESS DAYS

Full-time bus drivers and aides shall be granted two (2) days per year (non-cumulative), for the conduct of personal affairs that cannot be handled normally outside school hours.

1. The day immediately preceding or the day immediately following a school vacation (defined as Thanksgiving, Christmas, and Spring vacations) will not be recognized by the Board as a personal leave day with the exception, however, of such cases which may cause undue hardship on the individual concerned.

Circumstances presenting unusual conditions will be reviewed upon request by the Transportation Supervisor to determine whether such time may be granted.

2. No personal days will be granted for the first or the last day of the school year.

3. Each request for personal leave shall be in writing on the form approved by the Business Office and submitted to the Transportation Supervisor at least two (2) working days prior to the requested leave date; except in the case of an emergency. Approval or denial shall be granted by the Supervisor within twenty-four (24) hours of receipt of the request, if made within four (4) days of the requested leave date, or forty-eight (48) hours prior to the date of the requested leave, if the request is made over five (5) or more days prior to the requested date. Not more than two (2) drivers may be granted personal days on the same day, taken on a first come, first served basis, to avoid staffing problems.

G. EXTENDED LEAVE REQUESTS

If a driver requests and receives a Board approved leave from driving, for up to two (2) years, they may return at the end of the leave period to the next available opening after all drivers with more seniority have exercised their rights for a different route. A returning driver shall maintain their pay step at the same pay step as he/she left; however, they will be placed on the driver's seniority list at the proper position for time they have actually worked, with no additional credit given for leave time. This will be the seniority position used for bidding when returning from Board approved leave. A driver will not lose or accrue seniority during the leave period. If an opening does not exist upon returning from a leave, the driver will still have an opportunity beyond the leave time to the next available opening. When returning from a leave, a driver who refuses an assignment will be considered to have terminated all Transportation Department employment relationships with the district.

H. BEREAVEMENT LEAVE

Three (3) days leave of absence, with pay, not chargeable against sick leave time, shall be granted for a death in the immediate family. (Immediate family shall be defined as spouse, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, grandparents, or grandparents-in-law, brothers, sisters, grandchildren and step family members.) Additional days may be approved by the Board of Education only.

I. JURY DUTY

Employees required to appear as a subpoenaed witness, or for jury qualification or jury service, shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received, excluding expenses and travel allowances for such witness or jury services.

J. JACKETS

The Employer will pay up to but no more than seventy-five dollars (\$75.00) [inclusive of the cost of printing "Constantine Schools Transportation" and a logo on the front of each jacket], to provide each regular bus driver and bus aide who has completed the sixty (60) days probationary period, with a jacket. The jacket design selected must be of a good quality, be approved by a majority vote of all non-probationary regular bus drivers and bus aides, and meet the Employer's approval. Jackets will generally be ordered no later than October 15th, provided the drivers make a timely selection decision. Jackets are expected to be worn on a regular basis, especially on Extra Trips, and in such a manner as to reflect well on the school district.

K. HEPATITIS SHOTS

The district shall furnish Hepatitis vaccine shots at no charge to all covered employees upon written request from the employee to the Transportation Supervisor.

ARTICLE 7

TERMINATION & DISCIPLINE

A. TERMINATION

When a school bus driver desires to terminate their employment, a minimum of ten (10) business day's notice, in writing, shall be provided to the Employer. When the Employer intends to terminate a school bus driver, ten (10) business day's notice shall be given, unless the termination is for a gross disciplinary reason. If the Employer feels there exists a gross disciplinary reason, a driver may be placed on immediate suspension, without pay.

A committee of three (3) bus drivers, appointed by the Association/IUOE Local 547 Officers, the Transportation Supervisor and the Superintendent, will meet, at the driver's request, within five (5) days of the said action to determine if an infraction did occur. If the settlement is not satisfactory, the driver may request a hearing with the Board of Education. The Board of Education will rule on the grievance at the next regularly scheduled Board of Education meeting.

B. DISCIPLINE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employees in writing, with the employees having the right to defend themselves against any and all charges. If an employee is given a verbal reprimand or verbal warning, the requirement that the disciplinary action be given to the employee in writing shall be satisfied by giving the employee a letter which confirms the verbal discipline. The Board recognizes and accepts the concept of progressive discipline. However, it is also recognized that factors such as the seriousness of the offense justify the imposition of discipline which is not progressive in nature. When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline. However, disciplinary action may be delayed and not imposed within the aforementioned time limit in the event there is a delay in completion of the investigation, or in the event the Board determines the alleged conduct should become the subject of an investigation before disciplinary action is taken.

Documented verbal warnings shall not remain in an employee's personnel file for more than twelve (12) months.

C. LATE GRACE PERIOD

Drivers shall receive two (2) late grace periods per year of up to five (5) minutes each protecting them from being disciplined for tardiness during the late grace period. The late grace period shall overlap the fifteen (15) minute pre-trip inspection time which precedes the departure time of each trip.

D. SPECIAL NEEDS STUDENTS

In order to positively impact educational services for special needs students, the building administrators will inform drivers of the individual circumstances of special needs students as appropriate. Specific items on student IEP's, behavior plans, or health issues that refer to or impact transportation will be shared with drivers. Non-compliance with confidentiality requirements by drivers or transportation aides regarding this information will lead to disciplinary action, up to and/or including termination. If specific bus riding plans are proposed, the Transportation Supervisor and driver should be involved in the planning.

ARTICLE 8

GRIEVANCE PROCEDURE

Any employee(s) within the bargaining unit believing that there has been a violation, misinterpretation, or misapplication of any provisions of the Agreement relating to wages, hours, terms, or conditions of employment may be processed as a grievance as hereinafter provided (see Schedule B). Any grievance not initiated within fifteen (15) days is considered null and void. For the purpose of this contract, the term "days" shall refer to the normal working days the district's Business Office is open.

A. ADJUSTMENT OF GRIEVANCES

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

Level One: The employee with a grievance shall first discuss the matter with the Transportation Supervisor in the presence of his/her Association/IUOE Local 547 Representative, with the object of resolving the matter informally. In the event the aggrieved person is not satisfied with the disposition of his/her grievance, he/she may then within five (5) days invoke the formal Grievance Procedure.

Level Two: In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, a copy of the grievance form (Schedule B) shall be delivered to the Transportation Supervisor within five (5) working days. Upon receipt of the grievance, the Transportation Supervisor shall indicate his/her disposition in writing within five (5) days, and shall furnish a copy to the Association/IUOE Local 547.

Level Three: In the event that the employee is not satisfied with the disposition of his/her grievance at Level Two, he/she shall transmit the grievance and the Transportation Supervisor's disposition to the Superintendent and School Board Secretary by Certified Mail within five (5) days. Within five (5) days, the Superintendent shall issue his/her written disposition of the grievance to the grievant and an Association/IUOE Local 547 Officer.

Level Four: If the employee is not satisfied with the disposition of his/her grievance at Level Three, or if no disposition has been made, the grievance shall be transmitted to the Board within fifteen (15) days by filing a written copy thereof.

Within fifteen (15) days from receipt of the grievance, or its next regularly scheduled meeting, the Board shall pass upon the grievance. The Board may hold a hearing thereon, and may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with express written consent of the Association/IUOE Local 547, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

If any employee for whom a grievance is sustained shall be found to have lost hours, wages, or to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation and benefits lost.

Level Five: If the Union is not satisfied with the disposition of the grievance by the Board, then within twenty (20) days from the date of receipt of the decision rendered by the Board, the grievance may be submitted to Arbitration.

Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The grievance must be referred to the Michigan Employment Relations Commission, in writing, no later than thirty (30) days from the date of receipt of the decision rendered by the Board.

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

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

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

The Arbitrator shall have no power to establish wage scales or change any wage.

The Arbitrator shall have no power to rule upon the termination of, or failure to re-employ, any probationary employee.

The Arbitrator shall have no power to change the content of an employee evaluation.

The Arbitrator shall have no power to rule on a grievance concerning a dispute for which there is another remedial procedure or forum established by law, and for which there is no specific language contained in this Agreement.

The Arbitrator shall have no power to rule on any dispute within the jurisdiction of a state or federal agency beyond the jurisdiction of MERC.

The Arbitrator shall have no authority to grant relief retroactive beyond the date of the alleged incident giving rise to the grievance, and no sooner than the original date of this Agreement.

The Arbitrator shall have no power to award punitive damages in relief.

The Arbitrator shall have no power to change any practice, policy or rule of the Board.

The per diem fees of the Arbitrator shall be shared equally by the parties.

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.

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

In the event of a vacation period or school year's end, all levels of grievance shall be handled within fifteen (15) days.

ARTICLE 9

SCOPE OF AGREEMENT

A. SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

This Agreement shall be binding upon the parties hereto. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer.

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

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

B. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2010.

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

If either party desires to modify or change this Agreement it shall, ninety (90) 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.

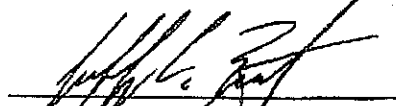
Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, MI 48219, and if to the Employer, addressed to Constantine Public Schools, 664 Canaris Street, Constantine, MI 49042, or to any other such address the Union or the Employer may make available to each other.

This three (3) year Agreement between the Board of Education of the Constantine Public Schools of Constantine, Michigan, and the Constantine Bus Drivers Association/International Union of Operating Engineers, Local 547, shall be effective as of the date it is ratified by the parties, and shall end June 30, 2010.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed on November 12, 2007.

CPS Board of Education

IUOE Local 547, AFL-CIO



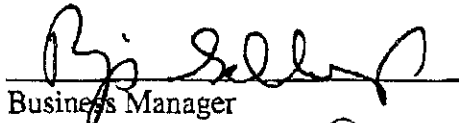
President



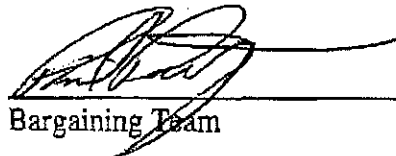
President



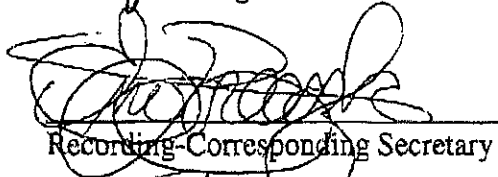
Secretary



Business Manager

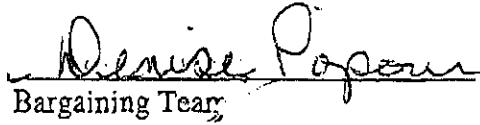


Bargaining Team

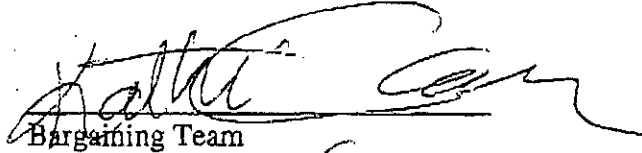


Recording-Corresponding Secretary

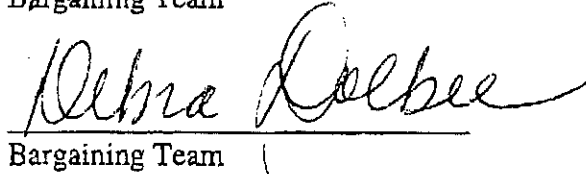
Bargaining Team



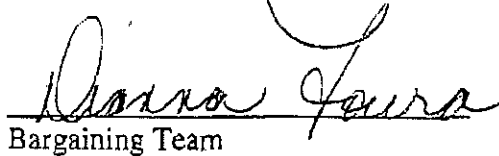
Bargaining Team



Bargaining Team



Bargaining Team



Bargaining Team

Schedule A

Daily Regular, Special Education, CTE, & Early Childhood Trips*

Year	First Year Drivers	Second Year Drivers	Third Year Drivers	Four or More Years of Driving
2007-2008	\$18.94	\$20.35	\$20.96	\$22.07
2008-2009	\$19.13	\$20.55	\$21.17	\$22.29
2009-2010	\$19.37	\$20.81	\$21.43	\$22.57

* 1.5 hour daily minimum pay per run for each of these trips only; & drivers not fully certified stop at level 3.

The parties agree that during each of the above contract years, if the district's state aid foundation allowance increases by one hundred thousand dollars (\$100,000.00) or more (net of any prorations by the state), the parties shall meet and negotiate wages and benefits only. The above wages shall be effective each July 1st of 2007, 2008, and 2009.

Extra Duty Trips

Year	Driving Rate	Lay Over Rate
2007-2008	\$13.13	\$9.09
2008-2009	\$13.26	\$9.18
2009-2010	\$13.43	\$9.29

Comprehensive Health Reimbursement Accounts (HRA) for Full Time Regular Drivers

Year	HRA Amount
2007-2008	\$400.00
2008-2009	\$450.00
2009-2010	\$500.00

Full-Time Drivers Longevity Pay

25+ Years	An Additional \$350.00
20+ Years	An Additional \$300.00
15+ Years	An Additional \$250.00
7+ Years	An Additional \$200.00

Transportation Aides

Years	1 st Year Regular	1 st Year Certified	2 nd Year Regular	2 nd Year Certified	3 rd Year Regular	3 rd Year Certified
2007-2008	\$7.52	\$8.13	\$8.08	\$8.59	\$8.48	\$9.09
2008-2009	\$7.60	\$8.21	\$8.16	\$8.68	\$8.56	\$9.18
2009-2010	\$7.70	\$8.31	\$8.26	\$8.79	\$8.67	\$9.29

CONSTANTINE PUBLIC SCHOOLS

Schedule B

Bus Driver's Grievance Form

Grievant _____ Grievance Number _____ / 20 _____

_____, 20 _____, 20 _____, 20 _____
Date of Supposed Violation Date of Grievance Date of Level One Meeting

Level Two

Statement of the Grievance: _____

Remedy Requested: _____

_____, 20 _____
Signature of Grievant(s) Date

Supervisor's Disposition: _____

_____, 20 _____
Signature of Supervisor / Principal Date

Association's Disposition: Satisfactory _____ Unsatisfactory _____ Date _____, 20 _____

Level Three

Superintendent's Disposition: _____

_____, 20 _____
Signature of Superintendent Date

Association's Disposition: Satisfactory _____ Unsatisfactory _____ Date _____, 20 _____

Level Four

Board's Disposition: _____

_____, 20 _____
Signature of Board President Date