

AGREEMENT

between

ATHENS AREA SCHOOLS

and the

INTERNATIONAL UNION

of

OPERATING ENGINEERS

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

**MAINTENANCE ~ CUSTODIAL
BARGAINING UNIT**



JULY 1, 2007 - JUNE 30, 2010

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

Maintenance/Custodial Bargaining Unit

July 1, 2007 - June 30, 2010

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THE ATHENS AREA SCHOOLS,
hereinafter referred to as the "EMPLOYER"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO,
hereinafter referred to as the "UNION"

ARTICLE 1

PURPOSE

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

ARTICLE 2

UNION RECOGNITION

- (a) The Athens Area Schools 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, and hours of employment.
- (b) The term "Employee" as used herein shall include permanent maintenance, mechanic, custodial/maintenance, and custodial employees of the Athens Area Schools.
- (c) All gender references shall mean both male and female.

ARTICLE 3

UNION SECURITY CLAUSE

(a) It shall be a condition of employment that all permanent maintenance, mechanic, custodial/maintenance, and custodial employees of the Employer, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those permanent maintenance, mechanic, custodial/maintenance, and custodial employees of the Employer who are not members of the Union on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, or the signing date of this Agreement, whichever shall be later, either become and remain members in good standing of the Union, or contribute to the Social Welfare Fund an amount of money not to exceed the amount charged all other maintenance, mechanic, custodial/maintenance, and custodial employees to join the Union, plus dues as charged all other maintenance, mechanic, custodial/maintenance and custodial employees.

(b) Joining the Union or contributing to the Social Welfare Fund shall be a required condition of employment for all permanent maintenance, mechanic, custodial/maintenance, and custodial employees.

(c) If the Union refuses to accept any person eligible for permanent employment, said person may continue in employment, providing his work is satisfactory to the Employer, by contributing to the Social Welfare Fund in the manner previously mentioned.

(d) Monies of the Social Welfare Fund will be placed in a separate account of the Employer, and will be disbursed as a committee composed of two (2) Union personnel and two (2) representatives of the Employer deem advisable, at such time as either group may desire. Monies of the Social Welfare Fund will not be disbursed to the Employer or the Union.

(e) The Union agrees to hold the Board harmless against all claims, demands, suits or other forms of liability that shall arise out of the application of this Article.

ARTICLE 4

CHECK-OFF

The Employer shall deduct from the wages of employees covered by this Agreement, and remit to the Union, on or before the fifteenth (15th) of the month, dues uniformly required as a condition of membership in the Union, only in such cases as the employee files with the Employer proper written authorization to do so.

ARTICLE 5

BOARD RIGHTS

All rights which are vested in the Athens Area Schools Board of Education, except those items clearly and expressly agreed to in this Agreement, are retained by the Board of Education. Management's rights include, but are not limited to: managing and controlling the Athens Area School District's business, its equipment, its operation, and the direction of the personnel and affairs of the Athens Area School District.

ARTICLE 6

NEW JOBS

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

(b) Whenever new buildings or a job is made operational, the Employer shall establish the job description.

(c) The Employer will notify the Union of such new or changed job, and will, within thirty (30) days after such new or changed job is established, call for a meeting of the Union to discuss the rate and classification.

ARTICLE 7

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instruction, training, experimentation, or in cases of emergency.

ARTICLE 8

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, or to discriminate against any of its members.

ARTICLE 9

DISCIPLINE DISCHARGE

When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume the Employer became aware of the conditions giving rise to the discipline. In the event the investigation of an incident by the Employer extends beyond five (5) working days, the five (5) working days time limit will be extended for an additional five (5) working days. Further extensions are subject to agreement between the parties. Employees' personnel files shall be purged of disciplinary reports every five (5) years beginning July 1, 1991, and every five (5) years thereafter.

Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. Record of any disciplinary action shall be available to the Union upon request.

ARTICLE 10

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, or national origin.

ARTICLE 11

GRIEVANCE PROCEDURE

(1) An employee who believes that a grievance exists shall first discuss the matter informally with the supervisor. Such discussion shall occur within ten (10) days from the time of the event, or the time the grievant reasonably should have learned of the event.

(2) If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the employee shall request the Union Steward to reduce the grievance to writing, and indicate the alleged contract violation and remedy desired. The written grievance must be submitted to the supervisor within ten (10) days of the informal conference.

(3) A grievance is defined as an alleged violation of a specific Article or section of this Agreement.

(4) For purposes of administering the Grievance Procedure, the custodians' and custodial/ maintenance supervisor shall be the building principal, unless designated otherwise by the Superintendent.

(5) Maintenance and mechanic employees shall submit grievances to the Superintendent unless another supervisor is designated.

(6) When the Superintendent is the designated supervisor, written grievances shall be initiated at Step Three.

(a) **Step One**

(1) If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the employee shall request the Union Steward to reduce the grievance to writing, and indicate the alleged contract violation and remedy desired. The written grievance must be submitted to the supervisor within ten (10) days of the informal conference.

(2) Within five (5) working days of the receipt of the grievance, the supervisor shall meet with the Union Steward in an effort to resolve the grievance. The supervisor shall indicate said disposition of the grievance in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the Union Steward.

(3) If the employee is not satisfied with the disposition of the grievance by the supervisor, the grievance shall be transmitted to the Superintendent within five (5) working days of receipt of the written disposition by the supervisor.

(4) If the decision of the supervisor is not appealed within five (5) working days of receipt of the written disposition, the supervisor's decision shall be considered settlement of the grievance.

(b) **Step Two**

(1) If the employee is not satisfied with the disposition of the grievance by the supervisor, the grievance shall be transmitted to the Superintendent within five (5) working days of receipt of the written disposition by the supervisor. Within five (5) working days, the Superintendent shall meet with the Union Steward and his/her designee on the grievance, shall indicate his/her disposition of the grievance in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the Union Steward.

(2) If the decision of the Superintendent is not appealed within fifteen (15) working days of receipt of the written disposition, the Superintendent's decision shall be considered settlement of the grievance.

(c) **Step Three**

If the grievance has not been resolved in Step Two, the parties may mutually agree to take the matter to mediation by requesting the services of the Federal Mediation and Conciliation Service (FMCS). Either party may make a request for mediation within five (5) days of receipt of the written Superintendent's disposition at Step Two.

(d) **Step Four**

(1) If the Union is not satisfied with the Superintendent's disposition of the grievance at Step Two, the Union shall submit the grievance to arbitration within fifteen (15) calendar days of receipt of the written Superintendent's disposition at Step Two, or within fifteen (15) calendar days of the Step Three mediation hearing or receipt of the opinion of the mediator if elected.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

The timeline for submitting a demand to arbitrate may be extended by mutual agreement of the parties.

(2) The fees and expenses of the arbitrator shall be divided equally between the Board of Education and the Union.

ARTICLE 12

SENIORITY

(a) Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(b) Probationary employees completing their probationary period, and employees transferring into the bargaining unit, shall acquire seniority from date of completion of transfer or probation.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a classification previously held by the employee.

(d) An employee will lose his seniority for the following reasons:

(1) He resigns;

(2) He is discharged for cause (non-probationary employees only);

(3) He is absent for one (1) day without notifying the Employer, and/or without a good and sufficient reason.

(4) He is not recalled for a period of twenty-four (24) months from the effective date of a lay-off.

(e) Any employee in the bargaining unit elected or appointed to full-time office in the Union, whose duties require his absence from his work, shall be granted a leave of absence without pay for the term of such office, shall accumulate seniority during his term of office, and at the end of such term, shall be entitled to resume his regular seniority status and all job and recall rights.

(f) Seniority shall be frozen for an employee who is transferred to a supervisory position.

(g) During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status. The Union agrees to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the application of the super-seniority provision.

(h) Except as otherwise provided herein, seniority shall be defined as the length of service within the bargaining unit from the employee's last date of hire.

Seniority shall not accumulate during authorized unpaid leaves of absences in excess of one (1) year, or during periods of lay-off.

ARTICLE 13

TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked and the classification.

(b) Any employee temporarily transferred shall be paid either the rate of the position to which he is transferred, or the rate of the position from which he is transferred, whichever is higher.

Temporary transfers shall be for a period of no longer than thirty (30) days. Extensions may be given by mutual agreement.

Any position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and shall be posted.

(c) All positions within the custodial and custodial/maintenance classification will be open for bid on Tuesday, June 7, 2005. Custodians and custodial/maintenance staff shall exercise preference/or any custodial or custodial/maintenance positions based upon seniority. Subsequent to the bid meeting, the Board will not be required to post a position for consideration of bargaining unit members. Changes in assignment as a result of the bid meeting will be implemented on Tuesday, June 14, 2005. After the bid meeting on June 7, 2005, no filled position within the custodial or custodial/maintenance classifications will be unilaterally open for bid.

(d) In the event a custodial or custodial/maintenance position is vacated by an employee due to resignation, retirement or termination, all existing custodial and custodial/maintenance staff may bid on the open position based on seniority. The bid meeting will occur on the fifth (5th) school day following the last day the position was filled. At the conclusion of the bid meeting, the Board shall post the remaining open custodial or custodial/maintenance position for a new hire.

(e) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE 14

HOURS AND WORK WEEK

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday, and ending one hundred twenty (120) hours thereafter.

(b) The normal work day shall be eight (8) hours, excluding time off for lunch or other non-school work related activities.

(c) The following work shifts shall be established. The establishment of such shifts does not require employment unless determined necessary by the Employer.

| | |
|----------------------|------------------------|
| Shift A | 6:30 a.m. - 3:00 p.m. |
| Shift B | 2:30 p.m. - 11:00 p.m. |
| Shift C | 10:30 p.m. - 7:00 a.m. |
| Maintenance Mechanic | 7:00 a.m. - 3:30 p.m. |

Each classification will have a one-half (½) hour unpaid, duty free meal break to be taken at a time convenient to the daily workload.

(d) Reporting pay - Employees reporting for work in their normally scheduled shift, and there is no work and they are sent home, shall receive a minimum of two (2) hours pay. (This provision shall not apply as a result of an act of God.)

(e) Overtime rates will be paid as follows:

(1) Time and one-half (1-1/2X) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, and for all time worked in excess of forty (40) hours in one work-week for which overtime has not already been earned.

(2) Double time (2X) will be paid for all hours worked on Sunday.

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2X) the regular rate, or a minimum of two (2) hours pay at his straight-time hourly rate, whichever is greater.

ARTICLE 15

DISTRIBUTION OF OVERTIME

(a) Custodial overtime shall be divided and rotated as equally as possible among custodians based upon seniority.

(b) The parties recognize a shift extension to complete an assigned task at the beginning or conclusion of the employee's shift to be an exception to the rotation system.

ARTICLE 16

SHIFT DIFFERENTIAL

The following scale will be paid for A, B, and C shifts:

| | | |
|----------------|------------------------|--|
| Shift A | 7:00 a.m. - 3:30 p.m. | Regular Hourly Salary |
| Shift B | 3:00 p.m. - 11:30 p.m. | Twenty cents (\$.20) per hour over base |
| Shift C | 10:30 p.m. - 7:00 a.m. | Twenty-five cents (\$.25) per hour over base |

ARTICLE 17

HOLIDAYS

(a) The Employer will pay eight (8) hours for the following holidays, and when a holiday falls on a weekend, employees will get off the day/days preceding or following the weekend holiday, providing the schools are not in session on any such days.

| | | |
|-------------------------------|---------------|----------------------------|
| July 4th | Christmas Eve | New Year's Eve |
| Labor Day | Christmas Day | New Year's Day |
| Thanksgiving Day | Good Friday | Two (2) Floating Holidays* |
| Friday after Thanksgiving Day | Memorial Day | |

* One (1) Floating Holiday to be taken outside the school calendar.

If school is in session on Good Friday, then another day shall be substituted for the Good Friday holiday. The Floating Holiday must be approved by the Superintendent in advance.

(b) Employees required to work on any of the above named legal holidays shall receive his regular pay for hours worked in addition to his holiday pay.

(c) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday, or shall receive eight (8) hours pay for the holiday.

(d) Employees off sick on the holiday, the day before or the day after the holiday shall be required to submit medical proof of illness to receive holiday pay.

(e) Part-time employees shall receive holiday pay for the agreed to holidays at their average hours scheduled work during the first pay period prior to the holiday.

ARTICLE 18

SICK LEAVE AND FUNERAL LEAVE

(a) Each employee covered by this Agreement shall receive credit for one (1) sick day per month, and such days may accumulate to a total of ninety (90) days. Any new employee or employees returning the fiscal year without an accumulation of sick days shall be credited with twelve (12) days at the start of his/her employment, and shall not receive any additional days during the first year of employment.

(b) Sick days may be used by the employee when he is unable to perform his assigned work due to sickness or injury. Sick days may also be used when a member of the immediate family of the employee is sick or injured and requires the attention of the employee. Immediate family shall be construed to mean one of the following: husband, wife, children, step children, parents, step parents, brother, step brother, sister, step sister, grandparent, mother-in-law or father-in-law, and grandchildren. Sick days may also be used when an employee was exposed to a contagious disease and his/her presence would not be in the best interests of the school district.

(c) Any employee using sick days granted in advance of earned credit agrees to remain in the employment of the school district until full credit is earned, or to repay the school district in full for advanced sick days used upon the request from the school district or upon termination of employment.

(d) Each employee covered by this Agreement shall be granted up to five (5) days off with pay for the death of a member of the employee's immediate family. Additional time off will be granted for necessary time to travel to distant states for funeral services, and shall be charged to sick leave.

(e) Employees having twenty-four (24) days of accumulated sick days may earn additional vacation days annually according to the following schedule:

| Days Absent During Fiscal School Year | Number of Days Bonus Vacation |
|---------------------------------------|-------------------------------|
| 0 | 5 |
| 1 | 4 |
| 2 | 3 |
| 3 | 2 |
| 4 | 1 |
| 5 | 0 |

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

(g) In the event of absence due to injury which is compensatory under the Worker's Compensation Act, the employee may use accumulated sick leave to make up the difference between his salary and the benefits received under the Worker's Compensation Act, provided that:

(1) The insured employee notified the Superintendent in writing that he wishes to use his sick days to make up the difference; and

(2) Once the employee's sick leave is exhausted, these payments shall end;
and

(3) At no time shall the amount of compensation under the Act and the sick pay benefits combined exceed his gross pay.

(h) Payment of sick leave days shall be subject to the following conditions:

(1) Employees desiring sick leave time must call the Administration Office and report their unavailability no later than one (1) hour prior to their work shift start.

(2) The Superintendent (or designee) shall make final determination whether the reason for the absence warrants the payment of sick day(s). The purpose of these days is to prevent loss of payment to the employees who suffer from injuries or sickness which is beyond their control.

(3) The employee will be required to submit medical proof of illness for any absence beyond three (3) days stating the nature of the injury or sickness and the ability of the employee to perform his regular duties.

(i) Sixteen (16) hours may be used for business leave (not out of sick days). It is expressly understood that business leave hours shall be used only for legitimate business, or professional or personal obligations which cannot reasonably be scheduled outside of the employee's regular working hours. Requests for business hours must be made in writing at least forty-eight (48) hours prior, and the response must be given within twenty-four (24) hours, except in cases of emergency.

Unused personal business hours will be added to sick leave accruals at the end of the fiscal year.

Employees requesting personal business will be required to inform their immediate supervisor.

The employee will be expected to schedule appointments or commitments so as to minimize the amount of leave taken on any particular occasion.

(j) Employees who (1) retire and begin collecting MPERS retirement benefits; or (2) have been laid off for more than twenty-four (24) months, will receive a lump sum payment in the amount of one-half (1/2) the current classification salary for each day of accumulated sick leave held by the employee.

ARTICLE 19

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week of vacation with pay. For two (2) and three (3) years of service, shall receive two (2) weeks vacation with pay. For four (4) years, two (2) weeks plus one (1) day. For five (5) years, two (2) weeks plus two (2) days. For six (6) years, two (2) weeks plus three (3) days. For seven (7) years, two (2) weeks plus four (4) days. For eight (8) and nine (9) years, three (3) weeks. After ten (10) years of service, an employee shall receive four (4) weeks of vacation with pay. One (1) additional week of paid vacation will be granted twelve (12)-month employees upon completion of twenty (20) years of service to the school district.

(b) To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours. Employees who work less than eighty percent (80%) of their regularly scheduled working hours shall receive prorated vacation based on hours worked.

(c) An employee terminating employment or who is on a leave of absence shall receive a prorated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month, or major fraction thereof, between his anniversary date and his termination date. In order to be eligible for this payment, the employee must give written notice to the Employer at least two (2) weeks prior to termination date.

(d) The Superintendent (or designee) shall make final determination whether the request for vacation will be granted.

(e) Two (2) weeks vacation, ten (10) days, will be used in the summer at the employee's discretion. All vacation time will be scheduled and approved by the supervisor.

ARTICLE 20

JURY DUTY

Employees requested to appear for 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 for such jury service, up to a period of sixty (60) days.

ARTICLE 21

ACT OF GOD DAYS

For any days declared as an emergency in the area by the State or Governor of the State of Michigan, the employees in this bargaining unit shall not be required to report for work and shall receive their normal day's pay for such days.

ARTICLE 22

VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall (upon request by the Union) be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances.

ARTICLE 23

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereunto, their successors, administrations, executors, and assigns.

ARTICLE 24

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

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

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

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

ARTICLE 25

SALARY SCALE

The following salary schedule shall be a part of this Agreement effective July 1, 2007.

| 0-89 Days Experience | 2007-2008 | 2008-2009 | 2009-2010 |
|-------------------------------------|------------------|------------------|------------------|
| Custodian | \$11.70 | \$11.82 | \$12.00 |
| Custodian/Maintenance | \$11.91 | \$12.03 | \$12.21 |
| Maintenance Mechanic | \$12.22 | \$12.34 | \$12.53 |
| 90-364 Days Experience | | | |
| Custodian | \$13.58 | \$13.72 | \$13.93 |
| Custodian/Maintenance | \$13.82 | \$13.96 | \$14.17 |
| Maintenance Mechanic | \$13.77 | \$13.98 | \$14.12 |
| 1 Year & Over Experience | | | |
| Custodian | \$14.60 | \$14.75 | \$14.97 |
| Custodian/Maintenance | \$14.85 | \$15.00 | \$15.23 |
| Maintenance Mechanic | \$15.38 | \$15.53 | \$15.76 |

ARTICLE 26

HEALTH AND WELFARE

| PLAN A (Employees Needing Health Insurance) | |
|--|-----------------------------------|
| MESSA Choices II | |
| Delta Dental 50%/50%/50% | \$1,000 per person annual maximum |
| \$5,000 in group life insurance | |
| Vision: Plan 1 | |
| PLAN B (Employees Not Needing Health Insurance) | |
| Dental -- same as Plan A | |
| Vision -- same as Plan A | |
| Life Insurance -- same as Plan A | |
| Options and annuities -- up to \$150.00 per month | |

The insurance benefits set forth in Plans A & B above shall be subject to the following terms and conditions:

Effective 10/01/05 through 7/01/06, full-time employees with insurance will pay sixty dollars (\$60.00) per month for health care, payable as thirty dollars (\$30.00) per pay period. The Board will pay the balance of the applicable premium for the insurance benefits described in Plans A and B above.

In addition, effective 7/01/06, any health care cost increase up to and including ten percent (10%) will be paid by the Board. Any amount of increase over ten percent (10%), up to thirteen percent (13%), will be paid by the employee. Increases over thirteen percent (13%) will be paid equally by the Board and the employee.

Any additional employee cost will be converted to a dollar amount and paid per pay period along with the current health care cost.

The Employer will deduct employee health care cost utilizing a pre-tax premium conversion vehicle.

ARTICLE 27

UNIFORMS

(a) The Athens Area Schools will provide each custodial employee covered by this Agreement three (3) shirts and three (3) pairs of pants for each year of the Agreement. (The color, quality and place of purchase shall be at the Board's discretion.)

If uniforms are not needed, a maximum of one hundred dollars (\$100.00) can be applied toward the purchase of work shoes.

(b) Maintenance Mechanic employees will receive the full cost of the "11-set plan" uniform rental service, the cost of which will be assumed by the Board.

(c) It shall be the responsibility of the employee to wear his uniform while performing his/her duties as an employee of the school district. It shall also be the responsibility of the employee to keep these uniforms in clean and orderly condition within the reasonable performance of his/her duties as employed by the school district.

(d) Employees who work less than two (2) months after the purchase of their uniforms, may keep the uniforms, with the cost of such uniforms to be deducted from the final termination monies due him then.

ARTICLE 28

NO STRIKES AND LOCKOUTS

(a) Strikes by public employees are illegal (Section 1, P.A. 336 of 1947, as amended). The Board and Union believe in the solution of differences by peaceful means, no interruption of school programs, and no changes in the education children receive.

(b) During the life of this Agreement, no strike, including a work stoppage, slowdown, or picketing shall be caused or sanctioned by the Union or caused by any employees, and no lockout shall be ordered by the Employer.

ARTICLE 29

TERMINATION, CHANGE OR AMENDMENT

(a) This Agreement shall become effective upon ratification by the Board and remain in full force and effect until June 30, 2010.

(b) This Agreement may be re-opened for negotiations by either party giving the other party at least ninety (90) days written notice of the desire and intention to re-open. Such written notice shall be sent by Certified Mail to the recognized mailing address of the other party and shall be deposited at least ninety (90) days prior to the anniversary date of this Agreement. In the event that no notice is given of the intention to re-open, then all of the features of said Agreement shall be automatically renewed for an additional year, or until the termination date of this Agreement as hereinbefore provided.

ARTICLE 30

IN-SERVICE

Employer will pay for registration or cost of in-service, as well as fees and costs associated with acquiring and maintaining required certifications and licenses, which have been approved by the Superintendent.

ARTICLE 31

MILEAGE

Employees who use their own vehicles for district business shall be compensated for their mileage at the IRS Standard.

ARTICLE 32


TOOLS

The Board will provide reasonable repair or replacement of personal tools broken in the course of performing work for the Athens Area Schools.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed. All other provisions, terms and conditions of the Agreement shall remain in full force and effect.

Athens Area Schools

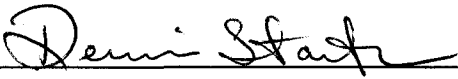
**International Union of
Operating Engineers,
Local 547, AFL-CIO**



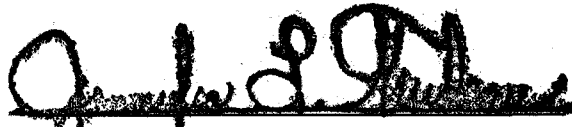
Superintendent




Business Manager



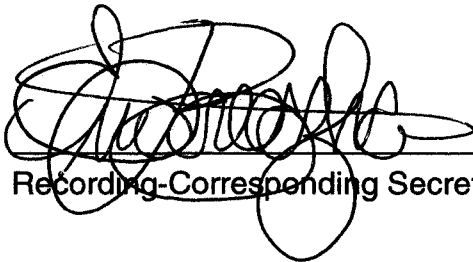
Board President




President



Board Secretary



Recording-Corresponding Secretary



Board Treasurer