

LETTER OF AGREEMENT #2

between

EAU CLAIRE PUBLIC SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 324

On November 2, 2020, this Letter of Agreement (the "Agreement") is entered into between Eau Claire Public Schools (the "Employer") and the International Union of Operating Engineers Local 324 (the "Union") as follows:

Effective **October 26, 2020**, through the end of the 2020-2021 school year, the Employer and the Union agree to recognize two additional categories of drivers in Article 1: Union Recognition and Membership. The term "employee" as used in this Agreement shall, for the terms of this agreement, include Van Drivers and Permanent Substitute Drivers; excluding bus aides, mechanics, supervisors and occasional substitute drivers.

1. **Permanent Substitute Driver**: Permanent Substitute Drivers **do not** have a regular assigned A.M. and P.M. bus route. They may or may not be assigned to a regular daily run (i.e. transporting students to off-site Special Education programs, College Classes, CTE programs, or other runs/trips) that regular bus drivers are unable to drive due to time conflicts with A.M. and P.M. routes. Or they are assigned to assist a driver by monitoring students on an A.M. and/or P.M. bus route.
 - a. A Permanent Substitute Bus Driver is required to have all the licenses and tests as a regular bus driver (described above).
 - b. A Permanent Substitute Bus Driver will be assigned, according to seniority, to drive a scheduled A.M. and/or P.M. route as needed in the absence of a regular bus driver.
 - c. A Permanent Substitute Bus Driver has the first right at runs and bids that a Regular Bus Driver is unable to drive due to time conflicts or projected overtime.
 - d. A Permanent Substitute Bus Driver may substitute for Van Drivers in the absence of a regular van driver.

- e. A Permanent Substitute Bus Driver may elect to be placed on the Distribution of Extra Trip lists (i.e. sports trips, non-sports trips, and weekend trips).
 - i. Permanent Substitute Bus Drivers will be entitled to the same guidelines outlined in the current CBA on pages 11 & 12.
- f. When a regular bus driver vacancy exists, a permanent substitute, in order of seniority, has the first option to accept the position.

2. **Van Driver:** A Van Driver is a driver who may or may not have a Commercial Drivers License (CDL), but is required to have a valid driver's license with a chauffeurs endorsement.

- a. Van Drivers are employees who may or may not be assigned to a regular daily run (i.e. transporting students to off-site Special Education programs, College Classes, CTE programs, or other runs/trips) allowable by individuals with only a *Chauffeur endorsed license*).
- b. Van Drivers are required to meet all the following Michigan school bus driver certification requirements:
 - 1. Michigan School Bus Driver Education course
 - 2. Chauffeur endorsed license
 - 3. Pass Michigan Department of Education physical examination requirements
 - 4. Meet District/Michigan Department of Education competency levels of driving skills
 - 1. Clear Federal criminal check; includes fingerprinting
 - 5. Meet Federal DOT drug/alcohol testing requirements
 - 6. ***Optional:** Commercial Driver License with appropriate group designations:
 - 1. C and/or B
 - 2. "P" for Passenger
 - 3. "S" for school bus

Working Agreements

1. **Normal Work Day:** The normal work day for the employees covered under this agreement, shall consist of 2 to 8 hours (as per schedule) and the normal work week shall consist of 10 - 40 hours.
 - Nothing contained herein, however, shall be construed to constitute a guaranteed 2 - 8 hours of work or pay per day or 10 - 40 hours of work or pay per week.
 - Employees are paid only for the time actually worked, there are no minimums, with the exception of the employee substituting for a Regular Bus Driver Route and required to pre/post trip.
 - Each Permanent Bus Driver Substitute shall be paid fifteen (15) minutes for pre-trip and fifteen (15) minutes for post-trip bus inspections, cleaning, and servicing their unit.
 - Cleaning and servicing shall include, but not limited to: checking all gauges, electronic equipment, safety equipment, keeping outside and inside of the bus clean, including windows and fueling the vehicle.
2. **Overtime Pay:** All overtime pay and/or compensatory time must have prior approval of the Superintendent.
 - a. Overtime pay and/or compensatory time will be awarded only in unusual situations when the employee is asked to work beyond normally scheduled work time.
 - b. Time and one-half (1-1/2) will be paid only for all time worked in excess of forty (40) hours in one workweek (*Monday 12:00 am through Sunday 11:59 pm*).
 - i. Paid Holidays and Paid Leave Days shall not count as hours worked.
3. **Holidays:** Pending that a driver works the last scheduled school day prior to the holiday and the scheduled school day following the holiday, the employee may be granted paid time off for the following holidays:
 - a. *Labor Day; Thanksgiving Day, and the Day after Thanksgiving; Christmas Day, Christmas Eve; New Year's Day, New Year's Eve; and Memorial Day.*
4. **Paid Leave Days:** Employees shall earn one (1) day per month, and shall accumulate without limit.
 - a. Paid leave will be compensated at the employee's schedule and or average daily

rate (for new employees hired after November 1, 2020).

- b. Accumulated paid leave days may be utilized for the following purposes:
 1. Illness of the employee, employee's children, spouse, and/or immediate family member.
 2. Personal business (up to two non-consecutive) for up to two (2) days when school is in session.
 3. Drivers may elect to use a day of paid leave to receive compensation when schools are closed for days the district is closed (i.e. holiday breaks, spring break, ½ days, or other district student released days).
 4. If a driver takes a paid leave day, then the same hours allocated for paid leave days will be deducted from the employee's accumulated paid leave bank. A paid leave day off is equal to the time allocated (average hours worked) for earned paid leave days.
 5. Paid Leave days shall not be used consecutively on days in which schools are in session for reasons other than employee or immediate family illness.
 6. A Doctor's note may be required when an employee returns to work after three (3) or more consecutive days of illness.
- c. All paid leave days must be entered into the employees Skyward account and approved by the Supervisor of Transportation.

5. **Bereavement Leave Days:** Bereavement Leave shall be granted in the event of a death in the immediate family.

- a. Immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or relatives living in the same household.
- b. Such leave shall be granted for a period of up to five (5) regularly scheduled workdays, in which three (3) of these days will not be charged against the Employee's Family/Person Medical Days or Personal leave time.
- c. Additional time may be granted at the discretion of the administration, upon request by the employee, and charged to the employee's allowable paid leave.

7. **Unpaid Leave Time (Family and Medical Leave):** A leave of absence without pay will be granted to an eligible employee for the purpose listed and consistent with the provisions of the Family and Medical Leave Act of 1993.
- a. Prior to any unpaid leave, the employee shall exhaust all accrued paid leave and paid vacation time, which would otherwise be unpaid under the Act.
8. **Extra Trips:** A Permanent Substitute Bus Driver may elect to be placed on the Distribution of Extra Trip lists (i.e. sports trips, non-sports trips, and weekend trips).
- a. Permanent Substitute Bus Drivers will be entitled to the same guidelines outlined in the current CBA on pages 11 & 12.
 - b. Regular drivers are asked to take extra trips in accordance with CBA before a Permanent Bus Driver Substitute is employed for such a trip (unless it involves overtime for the regular driver. **Overtime must be approved by the Assistant Superintendent*).
 - c. If an extra trip is scheduled during the time when a regular driver is on a normally scheduled run, a Permanent Bus Driver Substitute will be asked to sub for the regular driver's run.
 - d. All reasonable expenses arising out of employment shall be reimbursed assuming the expense has been authorized prior to being incurred and with the provision of appropriate receipts.
9. **Act of God/Emergency Closures:** On days when school is not in session due to an Act of God or other conditions that force closing, the employees shall not report to work and shall suffer no loss of pay (i.e. receive pay for average hours worked) up to the States allowance of forgiven time, six (6) days.
- Beyond the six (6) days an Employee may elect to use a day of paid leave to receive compensation when schools are closed for weather or other conditions during the school year.
10. **Meaningful Work:** The Parties recognize that State Emergencies (i.e. COVID 19 school closure, flu, and inclement weather) may impact the pay of Eau Claire Public Schools' (the "District") Drivers ("Employees") represented by the Union.

- In the event the district is forced to close due, Employees may be redeployed to carry out meaningful work not outlined in specific job descriptions, but are not expected to work more than the contractual daily/weekly work hours.
- In the event work does not exist, employees may be laid off.

11. Layoff: When, as a result of economic necessity or a change in program, it becomes necessary to lay-off bus drivers, length of service (seniority) shall govern the order of layoffs.

12. Employee Evaluation: Each employee is entitled to know his or her immediate supervisor's opinion of his employment performance. Therefore, it shall be required that at least one written evaluation be prepared annually for each employee. Specific and general summaries will contain the supervisor's opinion concerning the overall effectiveness of that employee. Such evaluations will be based on the sum total of the supervisor's observations and will include areas of strength and weakness and provide suggestions for improvement.

- The supervisor will meet with each employee and discuss the evaluation summary.
- In the event the employee feels an evaluation is incomplete or unjust, they may state objections in writing before signing the summary.

13. Salary Schedule:

2020-2021	First 90 Days	Prob.-Year 2	Year 3-5	Year 6 & Above
Van Drivers	\$15.16	\$15.31	\$15.46	\$15.88
Permanent Substitute Bus Drivers	\$15.37	\$15.52	\$15.88	\$16.14

This Agreement expires at the end of the 2020-2021 school year. Any agreement to extend shall be in writing and signed by both the Union and the Board.

For the District:

Superintendent: Ann Marie Shell Date: 12-8-2020
Transportation Supervisor: Dawn Burosh Date: 12-10-20

For the Union:

For the Union: Brian Dangler Date: 12-08-2020
Bus Driver, Steward: Wanda Ford Date: 12-09-2020
Bus Driver, Steward: Nicole Less Date: 12-14-2020



Eau Claire Public Schools

JOB DESCRIPTION

Permanent Bus Driver Substitute or Van Driver

LOCATION: Eau Claire Public Schools, 6190 West Main Street, Eau Claire Michigan, 49111

SUMMARY: Permanent Substitute Drivers and Van Drivers are an essential part of our Transportation Department, and we value their contributions. Each team member involved in safe pupil transportation is important. A driver is responsible for picking students up at designated bus stops, safely transporting students to school, chauffeurs student groups to sporting events and other activities, and maintains the cleanliness, organization, and safety of District Vehicles.

GOAL: To safely and efficiently transport school children in the Eau Claire Public School District.

TERMS OF EMPLOYMENT:

SUPERVISOR: Transportation Supervisor

CONTRACT DAYS/HOURS: Employees may work up to, but not more than one hundred eighty-five (185) days per year, specific hours determined by needs of drivers.

EVALUATION: Annually (prior to July 1)

SALARY: Payment Rate according to the established Salary Schedule

EDUCATION & EXPERIENCE PREFERRED:

- High school diploma or GED preferred
- CPR and First Aid certification preferred
- 2+ years' working with children preferred
- At least one year of relevant experience related duties and responsibilities specified.

QUALIFICATIONS & EXPERIENCE REQUIRED:

- Permanent Bus Driver Substitutes must have a CDL license required, with proper school bus operator endorsements.
- A Van Driver shall have at least a Chauffeur endorsed license.
- All employees must have:
 - No at-fault traffic accidents in the last 5 years
 - Clean driving record (no traffic citations in the last 5 years)
 - Ability to carry out assigned route on time
 - Excellent communication skills
 - No dependency on the use of intoxicating liquor or narcotic drugs
 - Mental and emotional stability to ensure normal driving competence and efficiency
 - Pass physical examinations required by the State of Michigan and local district

KEY COMPETENCIES AND ESSENTIAL DUTIES:

1. Follow verbal and written instructions.
2. Reliable, dependable, honest, and takes initiative
3. Good moral character
4. Serve as a role model for students and staff in demonstrating positive attitudes, appropriate attire and grooming, and an effective work ethic.
5. Represent the District with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
6. Maintain basic records required of the position.
7. Ensure that all activities conform to district guidelines.
8. Communicate effectively with all members of the school district and community.
9. React to change productively and handle other tasks as assigned.
10. Support the philosophy and vision of Eau Claire Public Schools.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF POSITION:

1. Responsible for the safe operating conditions and cleanliness of district vehicles. The interior of the vehicles must be cleaned daily, and the outside of the vehicles cleaned as often as authorized by the administration.
2. Make the necessary inspections and report any maintenance problems to the Transportation Supervisor and/or Bus Mechanic.
3. Observe the transportation laws, rules, and regulations.
4. Maintain student control and complete a written report of misconduct of bus students when necessary, and submit this report to the appropriate Building Principal.
5. Give time for self-improvement by attending meetings and training sessions, as required.
6. Complete records as requested, and submit all reports in an accurate and timely manner.
7. Use the approved procedure for reporting all bus accidents, regardless of how minor they may seem.
8. Maintain routes and schedules as planned, or report any difficulty to the Transportation Supervisor.
9. Report any hazardous conditions along the existing route to the Transportation Supervisor.
10. Comply with Board of Education policies and procedures and all State and Department of Education laws and rules.
11. Keep student safety in mind at all times.
12. Daily complete and file the pre-trip inspection sheet.
13. Report to the Transportation Supervisor:
 - a. Any irregularities in braking action, clutch, engine, steering, ammeter, or low or varying oil pressure. (If there is no pressure, do NOT drive the bus.)
 - b. Any detected noises in driveline, brakes, rear end or transmission, wheel bearings, broken springs, or other mechanical irregularities.

- c. Any driver who makes a report pursuant to this provision shall be informed of the repairs made, if any, upon completion.
- d. Practice safe-driving procedures.
- e. May provide guidance and training to other employees performing related work.
- f. Performs miscellaneous job-related duties as assigned.

ESSENTIAL JOB FUNCTIONS Able to handle the Physical Demands & Environmental Factors related to the position:

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all-inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job. Unless reasonable accommodations can be made, while performing this job the staff member shall:

1. It requires prolonged sitting or standing.
2. Requires stooping, kneeling, crawling, bending, turning, and reaching.
3. Sit, stand and walk for required periods of time.
4. Speak and hear.
5. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
6. Reach with hands and arms and use hands and fingers to handle objects and operate computers, and/or controls.

ENVIRONMENTAL DEMANDS The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all-inclusive.

1. Exposure to a variety of childhood and adult diseases and illnesses.
2. Occasional exposure to a variety of weather conditions.
3. Exposure to heated/air-conditioned and ventilated facilities.
4. Function in a workplace that is usually moderately quiet but that can be noisy at times.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Except as otherwise provided by an employee's collective bargaining agreement or individual contract, employment between an employee and the Eau Claire Public Schools is on an at-will basis. This means that the employee is free to resign his/her employment at any time, for any reason, and the Eau Claire Public Schools retains that same right. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent. All employees of the Eau Claire Public Schools are required to abide by the policies and regulations of the Board of Education. Copies of these policies and regulations are kept at the Superintendent's office.

Updated: **October 2020**