

AGREEMENT

between

EAU CLAIRE PUBLIC SCHOOLS

6190 W. Main St.
Eau Claire, Michigan 49111-9327

BUS DRIVERS BARGAINING UNIT

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324, AFL-CIO

500 Hulet Drive
Bloomfield Township, Michigan 48302

AUGUST 1, 2019 - JULY 31, 2022

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JOB DESCRIPTION

Title: BUS DRIVER

Qualifications:

1. Good moral character.
2. No dependency on the use of intoxicating liquor or narcotic drugs.
3. Mental and emotional stability to ensure normal driving competence and efficiency.
4. Current CDL, with proper school bus operator endorsements.
5. Passed a physical examination, requirements of such provided by the State of Michigan and local district.
6. Reliability, dependability, initiative and honesty.
7. Completed the Bus Driver training course.
8. Good driving record.

Responsible to:

Transportation Supervisor (and shall work cooperatively with Building Principals).

Job Goal:

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

Performance Responsibilities:

1. Be responsible for the safe operating conditions and cleanliness of the bus. Interior of bus must be cleaned daily, and the outside of the bus 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 no pressure, do NOT drive the bus.)
 - b. Any detected noises in drive line, 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.
14. Practice safe-driving procedures.

Terms of Employment:

Approximately one hundred eighty (180) days per year, under the guidelines and wage scale of the Agreement with the Eau Claire Public School District.

ARTICLE 1
UNION RECOGNITION, AND MEMBERSHIP

Section 1. Union Recognition

- a) Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Act, as amended, the Board of Education of the Eau Claire Public Schools (the Employer), recognizes the International Union of Operating Engineers Local 324 AFL-CIO (the Union) as the sole and exclusive representative for the purpose of collective bargaining as to wages, hours, and other terms and conditions of employment.
- b) The term "employee" as used in this Agreement shall include all Bus Drivers, excluding bus aides, mechanics, supervisors and substitute drivers.

Section 2. Union Membership

- a) 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 under this Agreement.
- b) If the Union refuses to accept any person so hired as a member, said person may continue in employment.
- c) The Union will save the Board harmless for any action taken or not taken pursuant to the provisions of this Article, including all expenses and judgments rendered by or in any court, agency or tribunal necessary in the enforcement of this Article.

ARTICLE 2
MANAGEMENT RIGHTS

The Board retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities enumerated in the School Code, and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

- 1. The executive management and administrative control of the School District, its properties, equipment, facilities and operations, and to direct the activities and work of its employees;
- 2. Hire all employees and determine their qualifications;
- 3. Promote, transfer and assign all employees;

4. Determine the size of the workforce, and to expand or reduce the workforce;
5. Establish, eliminate, continue and/or revise reasonable work rules, regulations and personnel policies;
6. Dismiss, demote and discipline employees pursuant to just cause;
7. Establish, modify or change any work, business or school schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among the workforce;
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the specific of this Agreement.

ARTICLE 3 VISITATION

Upon request by the Union and the presentation of proper credentials to the Superintendent or designee, officers or accredited representatives of the Union may be admitted onto the Employer's premises during working hours for the purpose of assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE 4 CO-STEWARDS

- a) The employees shall be represented by Co-Stewards (two [2]) who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Employer in writing by the Union.

- b) Upon permission being granted by the administration and reasonable arrangements being made, the Co-Stewards may be allowed time off with pay for the purpose of investigating and processing grievances, or attendance at negotiation sessions with the Board's representative when so required.
- c) During their terms of office, the Co-Stewards shall be deemed to head the seniority lists 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.
- d) Upon request, the Employer shall supply the Co-Stewards the following information within a newly hired employee's first (1st) week of employment: name, date of hire, address and assignment.
- e) A Steward shall be present during all disciplinary proceedings unless the employee requests otherwise.

ARTICLE 5 JURISDICTION

Persons not covered by this Agreement shall not perform work covered by this Agreement except for purposes of instructional training, experimentation, or where there would not be an employee in the bargaining unit available to perform such work, or when twelve (12) or fewer students are required to participate in an activity, then school personnel (employed coaching staff and/or a District bus driver) may transport those students to that specific event using a school vehicle under the following situations, unless conflicting conditions exist.

- Six (6) students or less may be transported by/with a team coach(es).
- Twelve (12) or fewer students may be transported in two (2) 7-passenger vans by an employed team coach(s) and bus driver.
- Thirteen (13) or more students or more students must be transported in a school bus with a certified bus driver.

ARTICLE 6 SAFETY

The Employer shall make reasonable provisions for the safety of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. The School District and every employee shall observe all safety rules and abide by the applicable provisions of the Pupil Transportation Act and Board-approved policies for student transportation and safety.

The Employer agrees to provide and maintain a clean, safe, well-lighted and plowed parking area for both buses and personal vehicles.

The Employer, Union and local fire department shall meet before the start of each school year to discuss safety issues for pick-up and drop-off at each school.

ARTICLE 7 SENIORITY

- a) A newly-hired employee shall be on a probationary status for ninety (90) working days taken from and including the first (1st) day of employment as a regular Bus Driver. If at any time before the completion of the ninety (90) working day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed the 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 the first (1st) working day. If two (2) or more employees begin regular bus driving work on the same working day, the employee with the greatest amount of substitute driving days driven within the School District will be given seniority. All ties thereafter shall be based on the first letter of the employee's last names.
- c) Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a less senior employee, provided the senior employee is qualified to hold the position held by the less senior employee (except in cases of the Co-Stewards).
- d) An employee will lose their seniority for the following reasons:
 - 1. The employee resigns;
 - 2. The employee is discharged for cause;
 - 3. The employee is absent for three (3) consecutive working days without notifying the Employer;
 - 4. If an employee does not return from sick leave or leave of absence on the date that the employee is due to return, except if such employee notifies the Employer by no later than forty-eight (48) hours before the date the employee is scheduled to return to work, or except in case of emergency.

- e) Seniority shall not accumulate within the bargaining unit for an employee who is transferred to a supervisory position. Any employee so transferred shall retain their bargaining unit seniority for ninety (90) days following said transfer.
- f) Upon request, an updated seniority list shall be made available to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain each employee's name, date of hire as a regular driver and date of entry into classification.
- g) Drivers on lay-off status shall receive all contract benefits and privileges, except that such laid-off Driver must substitute drive at least fifty percent (50%) of the school days in each month to qualify for leave days and holidays in that month, and be eligible to take trips in the following month. Laid off Bus Drivers shall receive their regular Bus Driver pay when performing substitute work.

ARTICLE 8
DISCIPLINE/DISCHARGE

- a) Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or any other disciplinary action shall be sent to the employee. When the Employer feels disciplinary action is warranted, the employee will be notified that the Employer is conducting a disciplinary investigation. Among the causes (but not limited to) which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are acts of misconduct, moral turpitude, dishonesty, fraud, insubordination and incompetency.

Disciplinary actions and/or investigations must commence within five (5) working days of the occurrence of the conditions giving rise to the action, or within five (5) days of the date that it is reasonable to assume that the Employer first became fully aware of the conditions giving rise to the discipline/investigation. The Employer may elect to employ an additional five (5) days for a more thorough investigation. Additional extensions shall require mutual agreement.

- b) Progressive discipline regarding routine, non-serious disciplinary allegations:

Step 1: Verbal warning (note to file)

Step 2: Written warning

Step 3: Written warning with three (3) day suspension

Step 4: Dismissal

Write-ups of a routine and non-serious nature over one (1) year will not be used for the purpose of progressive discipline.

- c) Progressive discipline regarding serious disciplinary allegations will adhere to the concept of progressive discipline as identified in (b), with the Employer retaining the right to initiate discipline at whichever Step is deemed appropriate.
- d) An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the Grievance Procedure, the employee shall be deemed dismissed as of the date such action was taken.
- e) The Union, with specific written consent of the employee, shall have the right to review the personnel file(s) of an employee within the bargaining unit. An employee, upon making the request, shall have the right to review the contents of their own personnel file(s) maintained by the Employer. Such review of personnel file(s) must be done in the Board of Education offices under the supervision of a designated school employee.
- f) Employee files shall be maintained in fireproof, locked cabinets.

ARTICLE 9 HOURS AND WORK WEEK

Section 1. Definitions

1. **Route** A "route" is an established plan for the transportation of students by a school Bus Driver, to be performed on a routine basis throughout the school term.
2. **Run** A "run" is the transportation of students by school vehicle, to and/or from the student's curricular program, and/or the magnet student's extended day activities, on which Drivers may bid.
3. **Non-Sports Trip** A "non-sports trip" is the transportation of students, or other authorized designees, by school vehicle, to and from an event, contest, activity or field experience.
4. **Sport Trip** A "sport trip" is the transportation of students by school vehicle, to and/or from a scheduled athletic event, contest or activity.
5. **Emergency Call** An "emergency" shall be defined as any trip over which the Employer has no control and occurs with less than twenty-four (24) hours' notice. Employees who accept an emergency call will receive a one-time twenty (\$20.00) dollar late call bonus (per call).

6. **A.M./P.M. Run** An "a.m./p.m. run" is the regular home pick-up and take-home of students.
7. **Extra-Biddable Run** An "extra-biddable run" is any regularly scheduled run (other than an a.m./p.m. run) for which more than one (1) Driver is available.
8. **Add-On** An "add-on" is any extra-biddable run of less than one (1) hour, which administration stipulates will be added to a Driver's other run(s).
9. **Shuttle Run** A "shuttle run" is an occasional run of not more than thirty (30) minutes, which must be offered to the most senior Driver available who wishes to drive it in conjunction with their normal daily run.

Section 2. A.M./P.M. Runs

- a) Drivers shall maintain their same a.m./p.m. runs on a year-to-year basis. Drivers who have their a.m./p.m. runs eliminated shall have the right to bump (through the lay-off and recall process) any less senior Driver's regular a.m./p.m. runs.
- b) When an a.m./p.m. run is increased by thirty (30) minutes or more, the run shall be posted for bidding. When an a.m./p.m. run is reduced by thirty (30) minutes or more, the affected Driver may bump any less senior Driver's a.m./p.m. run.
- c) Any Driver eligible to bump shall have five (5) working days to exercise this option. The Employer then has three (3) working days from notification of the bump in which to implement the required change.
- d) Whenever a Driver's out-of-District a.m./p.m. run conflicts, the Transportation Supervisor will make every effort to assign the affected Driver to the run that provides the most hours of driving.
- e) A Driver who has a regular a.m./p.m. run shall be paid a minimum of three and one half (3 ½) hours for their a.m./p.m. run, or the actual time, whichever is greater. The minimum of three and one half (3 ½) hours includes a.m. and p.m. pre-trip time of fifteen (15) minutes each. An additional thirty (30) minutes for gas and cleanup will be paid to all Drivers who have an a.m./p.m. run.

Section 3. Extra-Biddable Runs

- a) During the month of August preceding each school year, Drivers shall meet to select extra-biddable runs by seniority bid. The most senior Driver shall have the first choice of an extra-biddable run. Selection of runs shall continue in rotation to the next most senior Driver until all available runs are selected. Drivers will be supplied a list of all extra-biddable runs three (3) days before the August bid date.

- b) The Employer agrees to consult with the Union before runs being bid.
- c) Once the extra-biddable runs have been awarded, any major change in a run shall result in that run being re-bid. A "major change" is a change that involves an adjustment, singular or cumulative, in the Driver's pay and/or time of more than thirty (30) minutes per day. However, any changes in extra-biddable run time that occurs within the last month (thirty [30] days) of the school year do not have to be re-bid.
- d) When a known short term or temporary bid run, such as golf practice, is discontinued, that Driver may not bump, but then becomes eligible to fill the lost bid with a replacement bid when a new/next bid becomes available. (Replacement bids shall be considered original bids.)
- e) When a Driver chooses to pass on a bid run, or drops an extra-biddable run, the Driver will maintain his/her seniority bid position on the next run available.
- f) In the bidding process, one (1) extra-biddable run shall be offered to all eligible Drivers before any Driver is awarded a second extra-biddable run. Therefore, two (2) extra-bid runs shall be offered before any Driver is awarded a third, etc. When any Driver has two (2) more extra-biddable runs than any other Driver, the imbalance will result in an additional bid meeting of all extra-biddable runs within five (5) working days, as could occur with a new Driver being hired.
- g) Drivers whose extra-biddable runs are unexpectedly eliminated, or which experience a "major change", shall have the right to bump through the bidding process any less senior Driver's extra-biddable runs from the same or subsequent bidding round as limited by Article 11, Section 3, paragraph (f). Any Driver eligible to bump shall have three (3) working days to exercise this option. The Employer, then, has three (3) working days from notification to implement the required changes.
- h) Any extra-biddable run will involve a minimum of thirty (30) minutes, or actual time, whichever is greater, except extra-biddable out-of-District, midday, and/or kindergarten runs, where pre-tripping of a bus is required, which will be paid a minimum of one and one-half (1-1/2) hours, or the actual time, whichever is greater, at the Driver's appropriate rate of pay.
- i) If no Driver bids on an extra-biddable run, it shall be offered, by seniority, as an assignment to Drivers available. If no one accepts the offer, the assignment will be made to the least senior Driver available. Assignments will not be secure from year to year. Assignments will not result in a Driver's run being re-bid.
- j) When a Driver requests a leave of absence or takes sick leave for six (6) weeks or more, all of their runs will be posted for separate bid within five (5) working days of the leave request. Runs vacated by Drivers who get the bids will then be put up for bid. A Driver returning to work after a qualified leave (FMLA) will resume the same runs which they vacated (if the

runs still exist, as will the Drivers who had bid on subsequently vacated runs (unless they have been changed by additional bids during the leave). A Driver's qualifying leave will not prevent their seniority right to bid if new bids are posted during their leave.

Section 4. Work Week and Day

- a) The regularly scheduled work week shall consist of up to or including 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 whatever constitutes the Bus Driver's normal daily runs. Normal daily runs will be a.m./p.m. runs and extra-biddable runs and assignments. The normal work day and year is defined as only those days on the school calendar approved by the Eau Claire Board of Education.
- c) Drivers who have some regular daily bus runs on days other than Eau Claire school calendar approved days may choose whether or not to drive such runs. If they choose to do them, they shall receive the contract rate of pay. If they choose not to do them, the runs will be filled as substitute runs. If no substitute can be found, the Driver will honor the original assignment.
- d) It is hereby agreed between the parties hereto that whenever an employee shall work more than either (8) hours in a twenty-four (24) hour period, or more than forty (40) hours in one (1) work week, he or she shall be paid at the rate of time and one-half (1 ½) for hours worked.
- e) Time and one-half (1 ½) will be paid for Saturday sports events trips, and double time (2X) will be paid for Sunday and holiday work.

Section 5. Distribution of Extra Trips

- a) Trips are to be awarded on a rotating basis by seniority in the order in which the trips are received after chronological arrangement by date and time. Once a Driver is projected to have forty (40) hours of work, Monday through Friday, they shall be excluded from the rotation for additional hours until all other Drivers are projected to have over forty (40) hours, or other Drivers decline additional hours.

Note: Long mileage trip hours that occur during the weekday shall be calculated in projecting a Driver's forty (40) hour work week.

- b) The District shall maintain five (5) separate extra trip lists. The Transportation Supervisor shall make available the list of extra trips that are assigned the Drivers who are on the respective lists. The employee shall indicate their desire as to being placed on or removed from any of the trip lists in writing, to the Transportation Supervisor, on application forms that are furnished by the Employer.

The trip lists are:

1. Non-Sport Trips;
 2. Sport Trips;
 3. Saturday: Saturday trips are those trips where the majority of the work is scheduled to be performed on Saturday;
 4. Sunday and Holiday: Sunday and holiday trips are those trips where the majority of the work is scheduled to be performed on Sunday or holidays;
 5. Long Mileage Trips: Long mileage trips are any trips which involve a round trip of no less than one hundred fifty (150) miles. Any weekday, Saturday, and/or Sunday trip that involves no less than one hundred fifty (150) miles round trip will be given out as a long mileage trip.
- c) Saturday, Sunday, and/or long mileage trips going on a Saturday or Sunday shall be handed out on a rotating basis by seniority regardless of the Driver's projected weekly hour totals. There is no exclusion of a Driver if they have reached or exceeded a projected forty (40) hours of service.
- d) Employees who desire to be placed on the long mileage trip list shall all be given the opportunity to make such trips according to seniority on a rotating basis until each Driver on the long mileage trip list has either taken a trip or has been asked by the Transportation Supervisor to take a long mileage trip.
- e) All summer driving, except migrant, will continue the rotation from the previous school year's trip lists. New trip lists and subsequent rotation will commence with the date of the August bid meeting.
- f) For all sports trips and events:
- 1) Drivers are to be paid at the appropriate rate with a minimum of three (3) hours of pay per trip.
 - 2) Drivers are to remain at the site of the sporting event in order to be accessible to coaches and teams (except for meals).
 - 3) If a sports trip exceeds three (3) hours duration, Drivers shall receive the appropriate hourly rate for all driving time, pre-trip inspection time, fueling time, and cleaning time. All other non-driving time (sitting time) shall be compensated at ten dollars and twenty cents (\$10.20) per hour.

- g) Drivers who through rotation are assigned more than one (1) trip in the same time period must either trade a trip or choose which trip to return. The returned trip will be made up if it is returned as soon as possible.
- h) Drivers who are unavailable for extra trips for reasons other than conflicting trip times shall forfeit that turn in the rotation of trips assigned.
- i) A minimum of at least three (3) calendar days' notice for extra trips and athletic events must be given. If the three (3) days' notice is not given, the employee may decline such a run or be paid five (\$5.00) dollars extra per trip. If an employee declines such a trip, they will not be charged their turn in the trip rotation. Similarly, Drivers are expected to return any trips they are declining at least three (3) calendar days before the trip taking place. Trades do not get five (\$5.00) dollars if traded within the three (3) day notice.

Note: A fee will not be assessed as long as proper notification was given to the initial Driver and the trip was subsequently declined.

- j) Drivers whose extra trips are cancelled before, or within one (1) hour after departure time, shall be scheduled for a like replacement trip, as relates to overtime, as soon as possible.
- k) Drivers reporting for a scheduled trip which is cancelled within one (1) hour before or after the Driver has reported shall receive pay for time lost on their regularly-scheduled run which was stubbed out and one-half (½) hour pay (one [1] hour for those who did not lose their regularly-scheduled run), or time spent on the trip, including pre-trip and return to base, whichever is greater.
- l) Whenever a Driver takes any extra trip that requires an overnight stay, the Driver shall be paid at the appropriate rate for the entire time, less nine (9) hours (for rest and meals), plus any reasonable expenses incurred.
- m) For all non-sport trips, Drivers shall receive the appropriate rate for all driving time, pre-trip inspection time, fueling time and cleaning time. All other non-driving time (sitting time) shall be paid compensated at ten dollars and twenty cents (\$10.20) per hour. Delivery of students to more than one location is considered one trip (i.e. each location is not considered a trip).
- n) Nothing in this Agreement shall be construed to prevent Drivers from exchanging trips from the same lists to which the Drivers have already been assigned, providing prior notice is furnished to the Transportation Supervisor or Director, and providing that either Driver does not already have over forty (40) hours of work projected for that work week, Monday through Friday, in which the traded trip is to take place.
- o) Make-up trips will not be counted when projecting overtime.
- p) All extra runs and errands that do not fall into any listed category for assignment shall be

rotated by seniority, providing the recipient does not have over forty (40) hours projected for the week. Drivers not accepting their turn in rotation shall forfeit their turn.

Section 6. Overlapping of Trips and Runs

- a) A Driver is not eligible to drive a trip which conflicts with the start or end of an a.m./p.m., or extra-biddable run, unless the Driver elects not to drive the run with which the trip conflicts. There can be no overlapping of an a.m./p.m., or extra-biddable run with an extra trip, except in situations wherein no substitute is available.

Section 7. Training of New Drivers

- a) If a Driver is required to train another Driver, only current Eau Claire Public School employees shall be used unless the school district employee does not own the proper credentials for facilitating the 'Trainer of Trainer' classes. Assignment for training will be made on a rotating basis, beginning with the most senior Driver, not projected to be in overtime, who is available.

**ARTICLE 10
VACANCIES**

Section 1. Vacant or Newly Created Runs

- a) Written notice of all vacant and newly-created runs shall be furnished to each employee covered by this Agreement within three (3) working days from the date of the vacancy, or the establishment of the new run, and employees shall be given three (3) working days' time in which to make application to fill the vacant or newly-created run. Notice of vacant or newly-created runs shall, upon being furnished to each employee covered by this Agreement, contain the following information:
 - 1. Description of the run;
 - 2. The starting date;
 - 3. The minimum hours to be paid;
 - 4. The time of day for the run;
 - 5. The type of vehicle to be used.
- b) While the run is being bid, vacant or newly created runs will be filled using the same process that is used for filling substitute runs, except that reasonable overlapping will be allowed (not to exceed fifteen [15] minutes). When a run is being re-bid due to a major change, the Driver shall maintain that run during the bid process.

- c) The run will be awarded to the most senior Driver bidding, except for extra-biddable runs, Article 2, Section 3 will be followed.

Section 2. Substitute Driving

- a) Any substitute driving shall be offered to all regular Drivers first, beginning with the most senior Driver using the following process:
 - 1. Most senior regular Driver available who does not overlap and does not have over forty (40) hours projected for the week or eight (8) hours for the day, unless the overlap is with a run that is up for bid;
 - 2. Most senior regular Driver available who:
 - a) is not in overtime, and
 - b) has the fewest minutes of overlap.
 - 3. Most senior regular Driver in overtime and/or overlap;
 - 4. Substitute Driver.

Drivers may not take off their normal daily runs in order to substitute.

**ARTICLE 11
LEAVES OF ABSENCE**

Section 1.

- a) To the extent required by the Family and Medical Leave Act of 1993 (FMLA), any bargaining unit employees shall be granted leave for the purpose and subject to the terms and conditions as provided by FMLA. Employees covered under this Agreement must substitute FMLA leave for accrued paid leave.

Section 2.

- a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is unable to report for work, and has exhausted all means of compensation from the Employer, may be granted a leave of absence without pay for up to one (1) year for such disability at the discretion of the District, provided the employee promptly notifies the Employer of the necessity thereof, and provided further that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is

requested by the Employer.

- b) Leaves of absence without pay shall be granted for up to thirty (30) calendar days for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, parents, grandparents, or any family member under the employee's immediate care.
- c) An employee who files a Worker's Compensation claim will be required to have an examination performed by a doctor selected by the District.
- d) A leave of absence without pay may be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- e) Pregnancy will be treated as any other illness or disability.
- f) The reinstatement rights of any employee who enters the uniformed services of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of law granting such rights.
- g) Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- h) All reasons for a leave of absence shall be in writing stating the reasons 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.
- i) An employee who meets all of these requirements shall be granted a leave of absence, and the employee shall be entitled to resume their regular seniority status and all job and recall rights.
- j) Leaves of absence without pay may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.

ARTICLE 12
PAID LEAVE

Section 1. Paid Leave Days

- a) Each employee covered by this Agreement shall be entitled to receive one (1) paid leave day per month, equal to the daily hours worked, without loss of pay, and shall accumulate without limit. **Summer Migrant Program not included.*
- b) A newly-hired employee shall be entitled to paid leave days earned during the probationary period upon satisfactory completion of the probationary period.
- c) All leave granted will be deducted from the employee's individual leave bank.
- d) A Doctor's note is required when an employee returns to work after three (3) or more consecutive paid leave days not granted prior approval.
- e) An employee covered by this Agreement may use paid leave days to cover days the employee may lose due to scheduled non-student attendance days.
- f) A record of paid leave accumulated is available through individual Employee Skyward accounts.
- g) Drivers are to contact the supervisor by 5:00 a.m. via a phone call; no texting.

Section 2. Funeral Leave

- a) Employees shall be granted up to three (3) days for funerals or bereavement for parents, spouse, significant other, children, siblings, in-laws, grandparents, step-brothers, step-sisters, step-mothers, step-fathers, step-children and grandchildren. Additional days, if needed, may be drawn from Paid Leave bank (Article 12 Section 1. Paid Leave).
- b) All indicated use limits may be extended by the Superintendent or his/her designee upon written request.
- c) Employees may be granted time off with pay to attend funerals of non-family members, and such time shall be charged to the employee's paid leave bank.

Section 3. Personal Days

- a) Two (2) non-disclosure personal days with pay shall be granted to the employees covered by this Agreement, which shall be charged to the employee's paid leave. Employees shall be allowed two (2) personal non-accumulative days each school year. Personal days not used will be added to the employee's paid leave bank at the end of the school year.

- b) An employee covered by this Agreement may use personal days to cover days the employee may lose due to scheduled non-student attendance days.
- c) Application for leave must be submitted in writing at least forty-eight (48) hours in advance, except for an emergency, when a shorter notice may be acceptable.

Section 4. Jury Duty

- a) Employees requested to appear for jury qualification or service shall receive their pay from the Employer for the actual time lost as a result of such appearance or service, less any compensation received for such jury service.
- b) If an employee is released from jury duty in sufficient time to return to work and perform at least two (2) hours work, they shall be expected to return and perform their normal, customary duties. Jury duty pay will be subject to proof of service.

Section 5. Paid Leave Pay-Out

Accumulated paid leave shall be paid for a maximum of one hundred ninety (190) days. Accumulated leave shall be paid upon separation (non-disciplinary in nature) of employment only after a minimum of ten (10) years of service with Eau Claire Public Schools. Accumulated leave will be paid at fifty (50%) percent of the employee's then-current hourly rate.

ARTICLE 13

HOLIDAYS

- a) The Employer will pay the normal day's pay, as defined by all regular runs and biddable runs and assignments, for the following holidays, even though no work is performed by the employees:

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

- b) If school is held on any of the above days, a compensatory day will be given.
- c) If an employee is on approved leave (i.e. FMLA and approved unpaid leave) on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.

- d) Employees who use a paid leave on the holiday, or the day before or after the holiday, may be required to submit medical proof of illness to receive holiday pay.
- e) When school is scheduled on a paid holiday the employee would work the day at their regular rate of pay and hours and in exchange for “giving up” the holiday each employee in the unit would have one (1) day per holiday worked added to the employee’s leave bank.

ARTICLE 14
ACT OF GOD DAYS

On days when school is not in session due to an Act of God, the employees shall not report to work and shall suffer no loss of pay (i.e. receive normal days’ pay with regular and biddable runs) for the States allowance of forgiven time. If the Employer agrees to any additional compensation or form of compensation with any other group of employees, the Employer shall pass that benefit onto the Bus Driver unit employees immediately.

ARTICLE 15
INSURANCE

Section 1.

- a) The Eau Claire Board of Education’s position or proposal relevant to health insurance is the same as was agreed to by the support personnel. Specifically, and in order to be in compliance with the Affordable Care Act, the Board offers to any bargaining unit member health insurance that is available to other personnel in the school district at the single subscriber rate and that the full cost of the insurance be paid by the bargaining unit member. The Employer will deduct the full amount of the hospitalization insurance carrier for those employees who desire such insurance coverage.
- b) Drivers have the option to put part or all of each year’s salary increase toward their hospitalization insurance premium.
- c) The Employer shall pay the total premium for all of the employees covered by this Agreement for a ten thousand dollar (\$10,000.00) term life insurance.
- d) Drivers may elect an annuity plan through payroll deduct, as well as a group carrier.

ARTICLE 16
JACKETS

- a) All regular Bus Drivers shall be furnished uniform jackets with a lightweight lining and a pile lining according to the following schedule:

2019-2020	Rain Coat
2020-2021	Winter Coat
2021-2022	Spring Coat

- b) Jackets will be ordered and delivered in the fall of the year the jacket is to be worn. The employee may try on jackets to determine proper fit. New Drivers will be furnished jacket(s) upon completion of their probationary period. Drivers may elect to forgo receiving a jacket. In lieu of coats, drivers may use the equal allocation to purchase select Eau Claire Beaver Pride gear. The yearly amount is not to exceed seventy-five (\$75.00) dollars per Driver for Beaver Pride gear.

ARTICLE 17
MISCELLANEOUS

Section 1. Tax Deferred Annuities

The Employer agrees to deduct premiums for variable tax-deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

Section 2. 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, Credit Union.

Section 3. Continuing Education

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other job related training which is of such a nature specifically designated to provide on-the-job improvement.

Section 4. Drivers' Qualifications and Preparedness

- a) Bus Drivers shall be required to pass an annual or biannual physical examination to be eligible to drive a bus. The cost of the exam will be paid by the Employer. Examinations will be conducted by a doctor selected by the Employer.

- b) Bus Drivers shall obtain the appropriate chauffeur's license, as issued and approved by the State of Michigan, before they are allowed to operate a school bus. The cost of this license shall be paid by the Employer or reimbursed to employees upon submission of receipts.
- c) Driver employees are to receive the appropriate hourly rate of pay for road tests and the full cost of bus re-certification tests, paid by the Employer or reimbursed to employee upon submission of receipt.

Section 5. Expense Allowance

- a) The Driver will be reimbursed for all actual, reasonable expenses incurred while driving an extra trip such as meals, lodging when required provided that the employee submits to the Employer receipts for all such expenses.
- b) The Employer shall also reimburse the employee the cost of any admission tickets for any event in which the Driver is required to pay the cost of admission, upon submission of receipts.

Section 6. Breakdown Time

The Bus Driver shall be paid the appropriate rate of pay for all time in which the Bus Driver is required to remain with the bus due to an emergency situation, and if the time required to return the bus to home base goes beyond the normal time provided.

Section 7. Driver Complaints

Complaints about Bus Drivers shall be put in writing stating the nature of the complaint, also the name of the person turning in the complaint (in triplicate), with one (1) copy to the Bus Driver, one (1) copy to be put into the Bus Driver's file, one (1) copy to the Co-Stewards.

Section 8. Trip Sheets

Copies of all requisitions/trip sheets shall be made in triplicate. The Driver shall retain one (1) copy, one (1) copy shall go to the teacher after approval, and one (1) completed form to the bookkeeper for pay purposes.

Section 9. Distribution of Checks

Salary of all Bus Drivers is to be paid in bi-weekly installments of twenty-one (21) or twenty-six (26) checks through direct deposit. Pay stubs are available within each employees Skyward account and may be printed upon request.

Section 10. Absence of Driver

In a case of Driver absence, extra-biddable will be split from a.m./p.m. runs and offered to regular Drivers first (providing they are familiar with the run). Substitute Drivers may be assigned to perform the a.m./p.m. runs of the absent Driver. Regular Drivers are not allowed to take off their regular run to substitute for someone else.

Section 11. Eye Glasses

Drivers for the District shall, upon submission of receipt, be reimbursed up to two hundred (\$200.00) dollars for the purchase of prescription eyeglasses, per fiscal year (July 1st to June 30th).

Section 12. Discipline Compensation

If a Driver is required by a District administrator to meet regarding a student discipline problem, the driver will be paid his/her hourly rate from the time the meeting is scheduled until its conclusion.

**ARTICLE 18
GRIEVANCE PROCEDURE**

Definitions:

- a) The term "grievance" means any dispute between the Employer and the Union, or any employee represented by the Union, as to the interpretation or application of this Agreement, or as to any claim of violation of this Agreement by either party, provided that such dispute shall not involve a change in, addition to, or subtraction from the Agreement.
- b) For the purpose of processing grievances, "work day" is defined as any day, Monday through Friday, excluding all days in which school is not in session.
- c) The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- d) A grievance concerning alleged safety hazards may be processed directly to Step Three of the Grievance Procedure, upon the employee having orally discussed the grievance with the Transportation Supervisor.
- e) Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered to be settled on the basis of the decision rendered at the previous Step level. If the Employer fails, at any Step level of the Grievance Procedure, to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that Step level of the Grievance Procedure, the Union shall have five (5) working days from the date a decision was to be rendered in which to appeal the

grievance to the next Step in the procedure.

- f) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know before that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

- a) Any employee having a grievance shall discuss the grievance with the Transportation Supervisor in the presence of the Steward.
- b) If the grievance is not settled under (a) above, the Co-Steward then may submit the grievance to the Transportation Director, stating the remedy or correction requested, plus the facts upon which the grievance is based. The employee and the Co-Steward shall sign the grievance.

Step Two

- a) The Co-Steward shall meet with the Transportation Director to discuss the grievance within five (5) working days of its written submission to the Transportation Director.
- b) The Transportation Director shall give his/her decision in writing relative to the grievance within ten (10) working days of his/her meeting with the Co-Steward.

Step Three

- a) If the decision of the Transportation Director is not satisfactory, an appeal shall be presented in writing within five (5) working days from the date of receipt of the decision rendered by the Transportation Director to the Superintendent, who shall meet with a Business Representative of the Union at a time mutually agreeable. The appeal shall be in writing and shall state the reason or reasons why the decision of the Transportation Director was not satisfactory.
- b) The Superintendent shall give his/her decision in writing relative to the grievance within ten (10) working days of his/her meeting with the Business Representative of the Union.

Step Four

- a) Any appeal of a decision rendered by the Superintendent or his/her designee shall be presented to the Board within five (5) working days, and the Board, or an established Board-appointed committee, shall meet with a Business Representative of the Union at a mutually

agreeable time. The appeal shall be in writing and shall state the reason(s) why the decision of the Superintendent or his/her designee was not satisfactory.

- b) The Board shall give it's answer in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

Step Five

- a) If the decision of the Board of Education is not satisfactory, the Union may request binding arbitration with the loser paying all costs.
- b) If the grievance has not been submitted to arbitration within thirty (30) calendar days, it shall be considered withdrawn. Either party shall have the option of requesting a second (2nd) and final panel of arbitrators from FMCS-OAS (Federal Mediation and Conciliation Service). The FMCS-OAS panels shall consist of arbitrators from the Midwest. The arbitrators shall be selected from said panel or panels by an alternate striking of names. The parties will alternate from one grievance to the next on the choice of striking a name first (1st) or second (2nd), with the Union having the choice on the first (1st) grievance submitted for arbitration.
- c) The parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. The arbitrator shall have no power to add, to subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. Further, the arbitrator shall not issue a decision on the merits of the grievance involving a prohibited or illegal bargaining subject.
- d) The decision of the arbitrator shall be final and binding upon the parties and shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. Each party shall bear its own expenses in connection with the arbitration; however, the arbitrator's expenses and fees shall be borne equally by both parties.
- e) If a grievance, which has not been settled at any Step of the grievance procedure, is not appealed by the Union to the next succeeding Step within the limit provided for such an appeal, such grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered within the time limits specified for such an answer at any Step of the grievance procedure, such grievance may be advanced to the next higher Step of the grievance procedure by the Union filing a timely appeal within the time period allowed for appeal following the deadline for an answer.

ARTICLE 19
CLASSIFICATION AND COMPENSATION

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

ARTICLE 20
BINDING EFFECTIVE AGREEMENT

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

ARTICLE 21
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the Agreement's terms, conditions or covenants shall be made by any employee, or group of employees, with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2.

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

Section 3.

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, 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 to the extent permitted by law.

Section 4.

Any emergency financial manager that may be appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate this Agreement as approved in that Act.

ARTICLE 22
TERMINATION AND MODIFICATION

- a) This Agreement shall continue in full force and effect until July 31, 2022.
- b) If either party desires to modify or change this Agreement, it shall require ninety (90) calendar days written notice of amendment and shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, then this Agreement may be terminated by either party on ten (10) calendar 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.
- c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 324, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer addressed to Eau Claire Public Schools, 6190 West Main Street, Eau Claire, Michigan 49111, or to any other address the Union or the Employer may make available to each other.
- d) The effective date of this Agreement is August 1, 2019, to July 31, 2022.

ARTICLE 23
SUMMER MIGRANT PROGRAM

The District will follow, as closely as possible, the Agreement when administering the transportation program for the Summer Migrant Program.

- 1. Summer Migrant driving will be bid out each year and filled via seniority bidding.
- 2. Minimum of four (4) hours for daily a.m./p.m. runs.
- 3. Migrant Bus Drivers wages shall be paid using the BOE adopted Migrant (Federal Compensation) pay scale.
- 4. Migrant Drivers will be used first for Migrant Program field trips, and then other unit members, via seniority.

SCHEDULE "A"

2019-2020 Scale Effective upon Ratification – 2% increase for each year for the 3-year Agreement.

	LEVEL 0	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
Classification Bus Driver	PROB 1st 90 days	New Hire After 90 days	After 1 Year (1-5)	After 5 Years (6-8)	After 8 Years (9-10)	After 10 Years (11-12)	After 12 Years (13-20)	After 20 Years (21+)
2019-2020	\$15.37	\$15.88	\$16.01	\$16.14	\$16.28	\$16.41	\$16.59	\$17.15
2020-2021	\$15.68	\$16.20	\$16.33	\$16.46	\$16.60	\$16.74	\$16.92	\$17.49
2021-2022	\$15.99	\$16.52	\$16.66	\$16.79	\$16.94	\$17.07	\$17.26	\$17.84

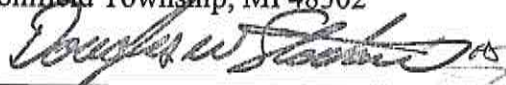
IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed.

EAU CLAIRE PUBLIC SCHOOLS
6190 West Main Street
Eau Claire, MI 49111

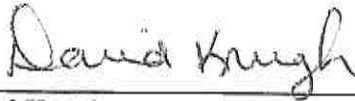


Ann Shell
Superintendent

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 324
500 Hulet Drive
Bloomfield Township, MI 48302



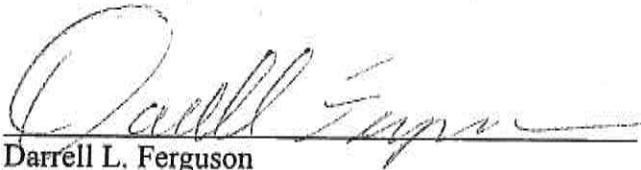
Douglas W. Stockwell
Business Manager and General Vice President




David Krugh
BOE President



Kenneth D. Dombrow
President



Darrell L. Ferguson
Vice President



Jeff McCarthy
Recording-Corresponding Secretary



Greg Chisek
Secretary

BG:srp/ufcw876