

**AGREEMENT**

**BETWEEN**

**WHITMORE LAKE PUBLIC SCHOOL DISTRICT**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 324 – A, B, C, D, G, H, P, RA, S AFL-CIO**

**TRANSPORTATION BARGAINING UNIT**

**July 1, 2009-June 30, 2012**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose .....	3
2	Recognition .....	3
3	Negotiations for a New Contract.....	3
4	Rights of the Board of Education .....	4
5	Jurisdiction.....	4
6	Seniority.....	4-5
7	Vacancies .....	5-6
8	Discipline – Discharge.....	6
9	Unpaid Leave of Absence.....	7
10	Grievance Procedure .....	7-9
11	Hours and Work Week .....	9
	A. Runs and Hours .....	9
	B. Overtime Rates .....	10
	C. Reporting Pay .....	10
	D. Distribution of Extra Runs – Definition.....	10
	E. No Vehicle Available .....	10
	F. Severance Pay .....	11
	G. Extra Runs .....	11
	H. Breakdown Time .....	11
	I. Change of Hours .....	11
12	Paid Leave and Funeral Leave .....	11-12
	A. Sick Leave.....	12
	B. Funeral Leave .....	11
	C. Personal Business Days.....	12
	D. Jury Duty.....	12
	E. Vacation Days.....	12
13	Holidays.....	12
14	Insurance.....	13
15	General .....	14-15
	A. Tax Sheltered Accounts .....	14
	B. Deductions.....	14
	C. Continuing Education.....	14
	D. Emergency School Closing .....	14
	E. Physical Examinations .....	14
	F. Bus Certification Tests .....	14
	G. Training.....	14
	H. Expense Allowance .....	14
	I. Drivers License .....	15
	J. First Aid/CPR .....	15
	K. Infectious Disease.....	15
	L. Professional Development .....	15
16	Monitors.....	15
17	Classification and Compensation .....	15
18	Binding Effective Agreement.....	15
19	Scope, Waiver and Alteration of Agreement .....	15-16
20	Termination and Modification .....	16
	Schedule A...Salary Schedule.....	17
	Longevity Stipend.....	17

ARTICLE 1  
PURPOSE

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

ARTICLE 2  
RECOGNITION

- A. The Whitmore Lake School District shall recognize the International Union of Operating Engineers, Local 324 as the exclusive bargaining representative for all bus driving personnel, including monitors, excluding secretarial, dispatcher, administrative and bus driver substitutes for the purpose of establishing wages, hours, working conditions and benefits. This Agreement may be extended by mutual agreement.
- B. The Union shall have the right to use school buildings, property and facilities without charge to conduct Union business. Arrangements shall be made with the principal or the Superintendent at least one week in advance.
- C. The Board agrees to continue its policy of not discriminating against any employee on the basis of membership or participation in the Operating Engineers, Local 324.
- D. The Bus Drivers shall be represented by a Chief Steward and two (2) Stewards whose identity shall be confirmed to the Employer in writing. The Steward, for reasonable periods of time during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with the Employer, which arrangements shall not be unreasonably withheld. This privilege shall not be abused.
- E. The Stewards shall be released for up to eight (8) hours, each year of this agreement, for Steward training. This training shall be without loss of time or regular daily pay.
- F. The Operating Engineers, Local 324 and representatives of the school district may meet on an informal basis to discuss problems of mutual concern.
- G. Upon reasonable request, employees' names, addresses, phone numbers, seniority dates, and reports pertaining to transportation will be furnished to the Chief Steward.
- H. When a change is to be made regarding policy or procedure which involves the transportation department, the Chief Steward Committee will be notified in advance of such policy or procedural change and will meet with administration to discuss proposed change. Any changes in policy and/or procedure will be posted on the transportation bulletin board.
- I. Any use of the female gender shall also include the male gender.
- J. The word temporary means ten (10) working days except for Article 7E (Vacancies).

ARTICLE 3  
NEGOTIATIONS FOR A NEW CONTRACT

- A. The Board and the Operating Engineers, Local 324 shall give written notice three (3) days prior to a planned meeting. The total number on each team shall not exceed four (4) members.
- B. These meetings shall be closed to all except the negotiating teams. At no time shall there be any other person present, unless agreed by both teams.
- C. The parties shall negotiate at times and places agreeable to both parties consistent with good faith practices.
- D. Any change in this Agreement will be made only by mutual consent.
- E. Proper areas of interest on the part of the Operating Engineers, Local 547 shall include hours, wages, working conditions and benefits.
- F. The Negotiating Committee members will be paid their regular hourly wages for negotiations or grievances if such occurs during member's regularly scheduled run.

ARTICLE 4  
RIGHTS OF THE BOARD OF EDUCATION

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in the Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of class periods, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including and subcontracting thereof, the automation thereof of changes therein, the instruction of new and/or improved methods of changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees including physical conditions.

ARTICLE 5  
JURISDICTION

Employees who are not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, substituting for absent employees, or in cases of emergency.

ARTICLE 6  
SENIORITY

- A. A newly hired bus driver/monitor shall be on a probationary status for sixty (60) working days, taken from and including the first day hired as a regular driver/monitor. If at any time prior to the completion of the sixty (60) working days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Operating Engineers, Local 324. Probationary employees who are absent during the first sixty (60) working days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed their probationary period until these additional days have been worked. After six (6) calendar months (not including June, July or August) the substitute bus drivers will be reimbursed cost of licensing and road skills.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of work as a regular driver and monitor.

- C. Employees shall be laid off and recalled according to their seniority within classification. The employee whose run is eliminated, or who is bumped, and does not have enough seniority to displace another driver, shall be laid off within classification.
- D. Layoff does not constitute a break in service for the purpose of maintaining seniority. Seniority does not accumulate during layoff.
- E. An employee will lose their seniority for the following reasons:
  - 1. They resign.
  - 2. They are discharged for cause, (drug usage, drunkenness, during, on or in school property, insubordination or willful violation of agreed upon employee rules) and such discharge is not reversed through the grievance procedure.
  - 3. They retire.
- F. Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise their seniority and return to the bargaining unit in the event that they vacate their supervisory position.
- G. An agreed to seniority list shall be furnished to the Operating Engineers, Local 547 Chief Steward on or about October 1<sup>st</sup> of each year. Such list shall contain each employee's name, date of hire as a regular driver/monitor, and present assignment.
- H. An employee who leaves their regular status under subsections E-1 or E-3 but who wishes to remain on the substitute list on an "as available" status may do so. If such a driver wishes to return to a regular driving position they must make application and they will be treated as any other new applicant since seniority has been forfeited by the action under E-1 or E-3.

Definitions of classifications are:

- 1. School bus driver – a regular driver is a person who drives a daily established run.
- 2. Substitute bus driver – a substitute driver is a person employed by the school in the event that a regular driver or special education driver is not available.
- 3. Monitor – persons hired to ride with and assist bus drivers.

ARTICLE 7  
VACANCIES

- A. The Employer will attempt to equalize the loads and driving times of all regular runs. All runs shall be open for bid at the beginning of each school year. Bids shall be received in order of seniority. The goal of the District is to honor the seniority of drivers in route selection with the objective of bidding runs not exceeding forty (40) hours per week.
- B. In the event that vacancies occur after the start of the school year, such vacancies shall be posted on the employees' bulletin board within five (5) working days time and the bidding process shall be reopened for the purpose of filling the vacancy. For the purpose of this paragraph a vacancy occurs when the Superintendent is officially notified of the severance of the bus driver and the Board of Education or its agent determine that the position will be filled. For internal candidates who qualify, the position will be filled by the sixth (6<sup>th</sup>) working day. If there are no internal qualified candidates, the position will be filled in a timely manner. A driver desiring consideration for summer bus runs must be able to demonstrate acceptable attendance. If a driver has had a summer run their attendance in the previous two summers would be used in establishing an attendance record. If the driver has never driven a regular summer run in the previous school year attendance will be reviewed. FMLA leaves will be exempt from consideration.
- C. After all of the regular drivers have either bid, or elected not to bid on vacancies, substitute drivers shall be given consideration.
- D. All vacant or newly established bus runs are to be posted in the following manner: The driver/monitor qualifications, type of run, the starting date, the rate of pay, scheduled hours and the established driving times.
- E. In the event of a temporary vacancy, due to the absence of a regular driver, such temporary vacancy shall be filled by a regular driver, in good standing, by seniority, when available for the

duration of such absence, ie: no at fault bus crashes, good attendance and no written disciplinary actions in the last two years. Temporary vacancies are deemed temporary as long as the regular driver is off the job, but is due or scheduled to report back to their regular run or runs. In the event that it is determined that the regular driver will not be returning to their regular run or runs, those runs will then be considered to be vacant, and will be filled as specified in Section B of this Article.

## ARTICLE 8 DISCIPLINE – DISCHARGE

Dismissal, suspension and/or any other disciplinary action for non-probationary employees shall be only for just and stated causes, which shall be given to the employee in writing. The bus employee shall have the right to defend themselves against any and all charges. When the employer feels that disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the employer first became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drug usage, drunkenness, drinking on or in school property, insubordination, or willful violation of agreed upon Employee work rules.

An employee may submit a written request to the Superintendent or his/her designee to have a disciplinary action removed from his/her personnel file one (1) year following the date of occurrence. The district will grant such a request to the extent permitted by State and Federal law. In all cases, the Superintendent retains the discretion to grant or deny the request on a case by case basis.

### Progressive Discipline.

1. The Board will follow a policy of progressive discipline, subject to 2 below, which includes counseling, verbal warning, written reprimand, suspension, with discharge as a last resort.
2. The point of initiation of any disciplinary action may be determined by the severity of the employee's behavior.
3. Warnings and reprimands shall be discussed privately between the employee and the Supervisor/Administrator, except when either party requests the presence of a union steward.
4. The discipline or discharge of a probationary employee shall not be arbitrable.
5. Discipline will be imposed in a timely manner.
6. The supervisor may add informal steps prior to the initiation of discipline.
7. An employee who violates a law, policy or rule, or tampers with a device that could affect the safety and welfare of the students will be subject to immediate discipline up to and including discharge.
8. All reprimands will remain in the personnel file. Verbal reprimands issued more than 24 months previously and written reprimands issued more than 36 months previously will not be used in determining the next step of progressive discipline. Any discipline that relates to a violation of law will remain in the file permanently.

ARTICLE 9  
UNPAID LEAVE OF ABSENCE

- A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to work, and has exhausted all means of allowable compensation from the employer shall be granted a leave of absence provided the employee notified the employer of the necessity therefore, and provided further that the employee supplies the employer with a statement from his medical or osteopathic or chiropractic and/or psychologist doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or parents.
- C. Whenever an employee shall become pregnant, she shall by the end of her fourth (4<sup>th</sup>) month furnish the employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work she will be required to furnish a signed medical statement from her physician, indicating that she is physically able to return to work.
- D. The reinstatement rights of any employee who enters the military service 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 the Law granting such rights.
- E. Leaves of absence 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, or in the event that the employees are ordered to active duty for emergency reasons, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- F. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the employer, a copy furnished to the employee and a copy sent to the Chief Steward.
- G. An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay. Leaves of absence 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.
- H. No leave of absence shall be more than one year at a time without the approval of the Employer. Only one year seniority will be accrued. An exception to this would be a work related absence which would have an unlimited leave with accumulating seniority. Other requested leaves of absence shall be subject to a yearly review with an option to renew. For leaves extending beyond one (1) year, the returning employee, regardless of seniority, must wait for the next vacancy.

ARTICLE 10  
GRIEVANCE PROCEDURE

Definitions:

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as any days when the superintendent's office is open.
- 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 (3) of the grievance procedure.

- E. 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 or the Operating Engineers, Local 324 as the case may be, first became fully aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Operating Engineers, Local 324, as the case may be, to know prior to 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 their immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

#### Step Two

- A. The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give their decision in writing relative to the grievance within five (5) working days of their meeting with the Chief Steward.

#### Step Three

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent in writing within five (5) working days from the date of receipt of the answer given by the immediate supervisor, and the Superintendent shall meet within five (5) working days of the receipt of the answer given by the Supervisor with the Chief Steward at a time mutually agreeable to them.
- B. The Superintendent shall give a decision in writing relative to the grievance within (5) working days of the date of the meeting with the Chief Steward.

#### Step Four

- A. Any appeal of a decision rendered by the Superintendent shall be presented in writing to the Board of Education Grievance Committee within five (5) working days of the date of the receipt of the decision rendered by the Superintendent of Schools, and the Board of Education Grievance Committee shall meet with the Chief Steward at a time mutually agreeable to them.
- B. The Board of Education shall give their decision in writing relative to the grievance within (10) ten days of the date of their meeting with the Chief Steward.

#### Step Five

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education Grievance Committee then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration.
- B. The appealing party shall request intervention by the American Arbitration Association with both parties abiding by the rules and process of the American Arbitration Association.
- C. The Arbitrator, the Union or the employer may call any relative person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they call.
- E. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement or to substitute his discretion for that of the parties hereto.
- F. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- G. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.



- H. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the employer and the Union. The arbitrator shall have no power to interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).

ARTICLE 11  
HOURS AND WORK WEEK

A. Runs and Hours:

1. Work week shall be starting Monday 12:00 a.m., ending Sunday 11:59 p.m.
2. A regular run is defined as from the time the driver leaves the bus compound until the time the driver returns to the compound and parks the bus. The bus driver/monitor is required to complete a time sheet in addition to utilizing the time clock and attendance system. The driver/monitor must present their employee card at the beginning and ending of their am run, at the beginning and ending of their mid day run and the beginning and ending of their pm run and not as you enter or exit the building. The regular work day shall be comprised of the scheduled daily bus runs assigned to the bus driver/monitor. A list will be posted for punch in times for all Transportation employees.

Presenting or punching in another employee's card for reporting purposes is subject to immediate dismissal.

3. Each employee covered by this agreement shall be allowed a minimum of five (5) minutes lay-over time between regular runs. In the event the regular lay-over time exceeds the five (5) minute minimum, the Director or Designee may ask the driver to carry out their regular duties such as fueling, washing buses, updating directions, etc. during this excess time. It is specifically agreed that buses will not be parked away from the school premises during lay-over.
4. The employee shall receive an additional forty-five (45) minutes per day and mid-day drivers an additional fifteen (15) minutes per day to be used for:
  - a. Warm up
  - b. Fueling
  - c. Washing windows, mirrors
  - d. Inspections
  - e. Sweeping
  - f. Reporting repairs and discipline
  - g. Updating master list
  - h. Other duties as assigned by the Transportation Director related to job performance.
5. If there is a deviation of fifteen (15) minutes or more due to a rider, stop or route change during the current year, a re-determination will be made based on the average daily driving time established.
6. Drivers shall be allowed up to twenty (20) minutes once per week to wash buses. If needed, a driver may request additional time for washing buses per approval of supervisor. The school will provide a power washer to be used by the employee for washing buses. It is understood it will be maintained and repaired by the school within a reasonable time limit. If it is not working, other provisions may have to be made for a temporary time period for bus cleaning.
7. Drivers and monitors shall have the same number of work days as the number of days students are in session. Kindergarten afternoon routes may be combined with morning take-home runs on scheduled half days. Up to twelve hours of professional development each year may be added to the above number of work days.

B. Overtime Rates Will be Paid as Follows:

Time and one half (1 ½) will be paid for all time worked over forty (40) hours in one work week. The calculation of time worked shall not include the use of sick time.

C. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work shall be paid one (1) hour's pay at the proper rate of pay. In cases when, due to a student's absence, a run is cancelled or shortened, the driver and monitor will be given the option of being assigned other work for the same amount of time or taking the time off without pay. This provision does not apply if a run is cancelled permanently.

D. Distribution of Extra Runs – Definition

Extra bus runs are herein defined as those runs which are not normally scheduled daily.

1. When extra runs are to be scheduled, the immediate supervisor shall first contact the employee with the highest seniority on the seniority list. Then, as additional extra runs become available, the immediate supervisor shall continue to go down the entire seniority list until each employee has either driven an extra run, or has had the opportunity to drive an extra run. When all of the employees on the seniority list have either driven an extra run, or were asked, and were unable to do so, the immediate supervisor shall then once again go to the most senior employee on the seniority list, and again continue to rotate all of the extra runs according to seniority among all of the drivers on the seniority list.
2. A substitute bus driver may be utilized by the Employer for extra runs when there are not any regular drivers available. If a substitute driver is not available, a regular driver will be mandated for the extra run. If a regular driver is assigned to take an extra run, the employee with the lowest seniority on the list will be selected.
3. Employees shall be paid regular hourly wages for other work related activities. Drivers will be paid their regular rate of pay or overtime, as appropriate, for any work related time extending beyond their regular work hours for bus related incidents, e.g. waiting for police, meeting with supervisor or administrators when those meetings are called by the supervisor or administrator.
4. A separate list shall be maintained by the Employer for the purpose of making assignments on emergency or maintenance extra work runs. Emergency runs are defined as less than twenty four (24) hours notice, with such runs to be assigned on rotation. (See E.1 definition).
5. All extra runs of fourteen (14) students and under may be driven by a school authorized employee and/or volunteers other than a bus driver. (This item is subject to procedure as adopted by the transportation committee).

6. FIELD TRIPS

In as much as possible, field trips will be bid for at the Wednesday morning trip assignment meeting for the coming week. To the extent possible, the list of available trips will be posted the day before. Field trip bid meeting is voluntary and will not be paid for. In the event a driver is unavailable for the Wednesday bid meeting, the driver may proxy another driver to bid for them. A separate field trip seniority list will be kept and done on rotation (See E. 1 definition).

7. A driver may be excluded from bidding for trips and extra work assignments for the remainder of a semester for the following reasons:
  - a. The employee fails to complete an assignment without good cause.
  - b. The employee has been absent (sick time, personal business, family illness or unpaid days off) for more than six (6) days in a semester. FMLA, Funeral leave or sick time verified by a physician's statement will be excluded.

E. No Vehicle Available

1. Any driver who is scheduled to drive a regular run, but does not have a vehicle to drive, shall be paid their established run times. He/she shall be required to perform duties relating to job description and job performance as assigned by the Transportation Supervisor such as notifying students when school is canceled.

F. Severance Pay

1. For appreciation of ten (10) years or more service to the Whitmore Lake Public Schools, each employee upon leaving Whitmore Lake Public Schools shall receive one hundred (\$100.00) dollars severance pay for each year of service, unless the employee is discharged as a result of disciplinary action which may include demonstrated poor job performance, dishonesty, drunkenness, drinking on or in the Board's property, insubordination or willful violation of Board rules.

G. Extra Runs

1. There shall be a minimum of one (1) hour extra run pay for all extra runs with the exception of no overlap in pay. Extra runs in excess of one hour shall be paid actual time with no overlap in pay. All extra runs less than forty (40) minutes long will include pre-trip time.
2. When a field trip runs through the usual meal time (6:00-8:00 a.m.; 11:00-1:00 p.m.; 5:00-7:00 p.m.), the driver will be allowed to leave for a meal after notifying the coach or person in charge.
3. The driver shall remain with the trip at all times to respond immediately to an emergency with the exception of leaving for a meal.

H. Breakdown Time

The employee shall be paid at the regular rate of pay for all time in which the employee is required to remain with his/her bus in the event of a breakdown.

- I. Change of Hours – If a driver's run is regularly reduced by 15 minutes or more per day the driver may request no later than December 1<sup>st</sup> that a second group bid for runs be held before the December vacation break. New runs will start the 2<sup>nd</sup> full week of school upon return from the holiday break to allow for any unanticipated route changes that may occur over the holidays.

ARTICLE 12  
PAID LEAVE AND FUNERAL LEAVE

A. Sick Leave

1. Each ten (10) month employee covered by this agreement shall receive seven (7) sick leave days and each twelve (12) month employee covered by this Agreement shall receive nine (9) sick leave days per year in an individual single sick leave bank. Unsued days may accumulate to a maximum of seventy (70) days.
2. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury, or sickness or injury of an immediate family member living within the employee's home subject to the notification and approval of the transportation supervisor.
  - a. Upon retiring from the Whitmore Lake Public Schools with a minimum of five years of service (with the exception of individuals who are terminated from employment and not reinstated), each employee shall receive one hundred percent (100%) of their unused accumulated sick days at 50 percent of their daily rate with a minimum of \$25.00 as long as the employee is eligible for retirement under state retirement guidelines..
3. Employees who are unable to perform their duties because of illness or disability must notify their supervisor before the start of the work day. If an illness or disability extends beyond the first work day, the employee and employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
4. Records of sick leave accumulated and taken shall be furnished to the employees covered by this Agreement on or about October 1<sup>st</sup> of each year.

5. Employees who have reached the cap on unused sick leave may use the time above the cap during the school year when school is not in session (Winter Break, Spring Break, etc.).

B. Funeral Leave

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as: mother, father, spouse, children; and three (3) days for brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Additional time off with pay shall be granted when warranted, with such additional days to be deducted from the employee's allowable sick leave or personal business days at choice of employee.

C. Personal Business Days

Each ten (10) month employee covered by this Agreement shall receive four (4) personal leave days and each twelve (12) month employee covered by this Agreement shall receive five (5) personal leave days per year for the purpose of attending to, or caring for, personal matters which cannot be conducted at another time during the course of the year. Any unused personal days shall be accumulated into the employee's single sick leave bank in addition to their normal accumulation sick leave; however, employees may elect to carry over unused personal days by notifying the business office no later than June 1<sup>st</sup> of each school year. The decision to carry over unused personal leave is irrevocable and those days may not be converted to sick leave at any point in the future. Failure to notify the business office by June 1<sup>st</sup> of the desire to carry over unused personal leave will result in accumulation of the leave into the employee's sick bank as outlined above.

D. Jury Duty

Employees requested to appear for jury qualification or 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. In the event that an employee is subpoenaed as a witness in any case connected with the employee's employment of the district, she/he will be paid in full pay, less any witness fee, provided, however, such testimony is not in regards to any judicial or administrative tribunal initiated by the employee and/or in any judicial or administrative tribunal where the District is being sued by the employee and/or Union.

E. Vacation Days

Employees with a minimum of three years of service in the bargaining unit who work twelve (12) months during a school year shall earn one (1) week (defined as five days) of paid vacation. Vacation time is earned at the completion of a full school year. (For example, employees who worked during the summer of 2002 and are still with the district in June of 2003 are entitled to this benefit). For the purpose of this section, twelve (12) months shall be defined as working at least six (6) weeks between the end of one school year and the beginning of the next school year.

Vacations must be approved in advance and shall be scheduled at times mutually agreeable between the employee and supervisor. Preference will be given to requests for vacation during winter break and spring break.

Vacation days must be used in the year immediately following the year in which they are earned. Any unused vacation time at the end of the second year shall not accrue.

ARTICLE 13  
HOLIDAYS

- A. Each employee who has completed one year of service with the Operating Engineers, Local 547 shall be paid their regular daily driving time for the following holidays:

New Year's Eve Day  
New Years Day  
Christmas Eve Day  
Christmas Day  
\*\*Good Friday  
Memorial Day

Thanksgiving Day  
Friday after Thanksgiving  
\*Fourth of July  
Labor Day  
\*\*unless a regular student attendance day  
\*for twelve month employees

- B. Should make-up days fall on a holiday, only time and one half will be paid. Employees required to work on any of the above-named holidays shall receive time and one-half (1 ½ x) for all hours worked in addition to regular holiday pay.

#### ARTICLE 14 INSURANCE

A. Health Insurance

Upon submission of written application, the Board will provide premiums toward the lowest cost health care plan offered by the district in accordance with the schedule set forth below.

For employees working in the transportation department:

1. 30 hours a week or more, the single subscriber rate for the lowest cost plan.
2. 1,050 hours last year, the single subscriber rate for the lowest cost plan.

Employees who work thirty (30) hours a week or more and have completed five (5) years or more of service will be eligible for the single subscriber rate for the lowest cost plan and 50% of the two person and full family cost.

Employees who work thirty (30) hours a week or more and have completed eight (8) years or more of service will be eligible for the single subscriber rate for the lowest cost plan and 75% of the two person and full family cost.

Insurance will be based on the greater of the previous year's total hours (at least 1050) or the current year's weekly hours.

New hires will be provided medical "single coverage" only paid by the employer when eligible due to hours. (No dental and vision insurance). Employees may purchase additional coverage if it is allowed by the carrier.

B. Dental Coverage

Dental coverage will be provided for all bargaining unit members and their eligible dependents. Opt out allowed.

C. Vision Coverage

Vision coverage will be provided for all bargaining unit members and their eligible dependents. Opt out allowed.

D. Life Insurance

The Board shall make payment of premiums for group term life insurance protection in the amount of \$10,000 per employee that in the case of death would be paid to the employee's designated beneficiary.

E. Long-Term Disability

The Board shall provide, at no cost to the employee, Long Term Disability Insurance. The LTD shall provide 66 2/3% of the employee's bi-weekly gross compensation. The LTD shall have a waiting period of sixty (60) days.

ARTICLE 15  
GENERAL

A. Tax Sheltered Accounts

The Employer agrees to deduct premiums for tax deferred accounts (403B plan) solely paid for by the employee, and to remit such deductions to the designated plan holder.

B. Deductions

The Employer agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as credit union, etc.

C. 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 designed to provide on-the-job improvement.

D. Emergency School Closing

Whenever schools are closed due to severe weather or other emergencies, the employee shall be paid his/her normal day's pay for time lost due to inclement weather up to the maximum allowed to the District before make up time is required by State law. Compensation for such hours will be based on the actual work schedule of the employee in relation to the time cancelled due to the inclement weather up to the District's maximum allowable amount.

If the decision to close due to severe weather or other emergency is made after 5:45 a.m. and the employee has not received notification at home by that time and reports to work or is enroute to work, he/she is entitled to two (2) hours of pay.

E. Physical Examinations

The Employee shall be given a physical examination at times, dates and places to be determined by the employer and conducted by a physician appointed by the Employer. The Employer shall pay the full cost of these examinations and, as needed, the TB test and/or x-rays.

Drug testing will be required of all new employees as part of their physical examination. It may also be required of regular drivers if information is given to the transportation supervisor or Superintendent that creates a reasonable doubt. It will be done in a professional lab or by a physician mutually agreed upon. If the drug test appears positive, the school shall immediately re-test to identify the initial positive results.

F. Bus Certification Tests

The Employer shall pay the full cost of the Bus Certification Tests, including tuition, plus pay the employee the regular rate of pay for attending the bus driver's school as is required by the State of Michigan.

G. Training

In the event that a driver is required to train another driver, that driver shall be paid the regular rate of pay.

H. Expense Allowance

The employee will be reimbursed for all actual expenses incurred while driving an extra trip, providing the employee submits to the employer receipts for all such expenses. The employer shall also reimburse the employee the cost of all admission tickets for any event the driver is

required to attend. If attendance is not required, the employee shall pay their own admission fees. Parking charges, toll road charges, and other incidental charges of a like nature will be reimbursed upon presentation of proof of payment.

I Driver's License

The employee is to obtain, or have in their possession, a valid CDL with required endorsements license upon initial employment, either as a substitute or regular driver. The school district shall reimburse drivers that have been hired by the district for the cost of the initial CDL upon successful completion of the probationary period (see Article 6.A.). During full-time employment when that license comes up for renewal the Board of Education will pay one hundred percent (100%) for that and subsequent renewals. The cost of an "S" endorsement to be reimbursed by the Board, and the cost of a road test, if necessary.

J. First Aid and CPR

Training shall be provided all employees yearly.

K. Infectious Disease

The employer shall make all reasonable and practical attempts to make employees aware of the presence of infectious diseases and knowledge of the precautions necessary to maintain employee safety. All employees will also be made aware of the needs for special needs students.

Such information shall be given at the initial meeting between the employer and supervisor at the beginning of the school year and employees shall be updated as new information shall become available.

L. The district may require transmission of payroll through direct deposit.

The district shall provide twelve (12) paid professional development hours during the term of this contract. The content of the professional development shall be determined by the district.

ARTICLE 16  
MONITORS

Summer bus monitor jobs shall be first offered to monitors before offering to bus drivers by seniority.

ARTICLE 17  
CLASSIFICATION AND COMPENSATION

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

ARTICLE 18  
BINDING EFFECTIVE AGREEMENT

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

ARTICLE 19  
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

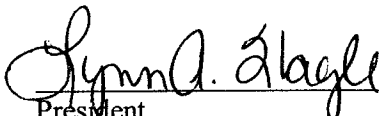
- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the employer, unless executed in writing between the parties hereto and the same has been ratified by the Association and the Board.
- B. The waiver of any breach of 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 supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, of if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement 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 20  
TERMINATION AND MODIFICATION

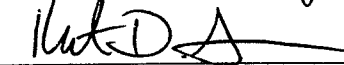
- A. This Agreement shall become effective July 1, 2009 and shall continue in full force and effect until June 30, 2012.
- B. If either party desires to terminate this Agreement they shall give written notice of termination ninety (90) calendar days prior to the termination date.
- C. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of this Agreement has been given in accordance with this paragraph, 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.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, International Union of Operating Engineers, Local #324, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan. 48219 and if to the Board addressed to Whitmore Lake School District, 8845 Main Street, Whitmore Lake, Michigan 48189, or to any other address the Union or the Board may make available to each other.

IN WITNESS WHEREOF; the parties hereto have caused this instrument to be executed.

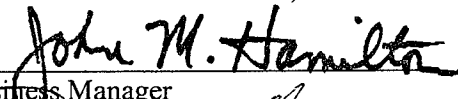
BOARD OF EDUCATION

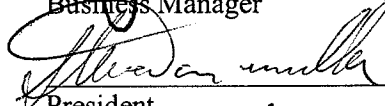
  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Trustee

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL #324, AFL-CIO

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording Corresponding Secretary



SCHEDULE A

**SALARY SCHEDULE**

<b>Drivers</b>	<b>2009-2010</b>
Trainee	11.79
1 <sup>st</sup> year	14.46
2 <sup>nd</sup> year	15.54
3 <sup>rd</sup> year	16.85
<b>Monitors</b>	
trainee	\$9.14
2 <sup>nd</sup> year	\$9.39
3 <sup>rd</sup> year	\$10.15

SCHEDULE A – Salary Schedule:

- 2009-2010 – Freeze
- 2010-2011 – Freeze
- 2011-2012 – Wage Reopener
- Steps to continue.
- Both sides agree to extend down time through this contract
- No privatization agreement for 09-10 and 10-11 school years

For the 2009-2012 school years, the waiting time (down time) during extra trips shall be paid at \$10.00 per hour. This shall expire on June 30, 2012. The negotiation team and the Director will develop an estimated schedule based on the location, travel time vs. down time. This list will be posted when bidding trips. Drivers will submit actual time sheets signed by coaches or teachers upon completion of the trip.

Longevity Stipend

The following schedule will be used:

At the completion of: 5-9 Years	\$100.00
10-19 Years	\$150.00
20+ Years	\$200.00

Longevity payments will be made on the first pay in December

\*From the date you have a regular assigned route daily.

In order to qualify for the longevity stipend, an employee may have no more than five (5) paid or unpaid absences (excluding time off due to work related injury, bereavement leave, leave days used for inclement weather/emergency closing and excluding pre-planned earned vacation time.) Situations of a catastrophic nature (in excess of ten (10) consecutive absences exclusive of the five (5) days above and with appropriate documentation, may be appealed to the superintendent who will review the matter with the Board of Education who will be empowered to make the final decision in the matter which is not subject to the grievance procedure. Employees must be employed when the stipend is paid. December 1<sup>st</sup> shall be the cut off day for eligibility.