

8/31/93

A G R E E M E N T

between

THE EAU CLAIRE PUBLIC SCHOOLS

hereinafter called the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #547, 547A, 547B and 547C, AFL-CIO

hereinafter called the "Union"

BUS DRIVERS' EMPLOYEES

September 1, 1990 - August 31, 1993

*Eau Claire Public Schools*

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ARTICLE I

UNION RECOGNITION, UNION MEMBERSHIP, CHECK-OFF

Section 1. Union Recognition.

(a) Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The term "employee" as used herein shall include all bus drivers, excluding bus aides, mechanics and 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) In the event that 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 judgements rendered by or in any court, agency or tribunal necessary in the enforcement of this Article.

Section 3. Dues Check-Off.

(a) Effective September 1, 1988

As a condition of employment, the Employer shall deduct membership dues of the Union, or representation service fees not more

than the amount of dues uniformly required by members of the Union. Employees hired before September 1, 1988 are not bound by the provision.

(b) Such dues, as and when deducted, shall be forwarded to the Union forthwith.

(c) The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgements or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this section or because of clerical error in the administration thereof

## . ARTICLE II

### MANAGEMENT RIGHTS

It is agreed that the Board hereby 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 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 work force, and to expand or reduce the work force;
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 work force.
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 and express terms of this Agreement.

ARTICLE III

VISITATION

Upon request by the Union and the presentation of proper credentials to the Superintendent of Schools or his designated representative, 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 IV

STEWARDS

(a) The Employees shall be represented by a Chief Steward and an Alternate Steward 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 Chief and/or Alternate Steward 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 Chief and Alternate Steward 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 term, they shall be returned to their regular seniority status.

(d) The Employer shall supply the Chief Steward the following information within a newly-hired employee's first (1st) week of

employment: name, date of hire, address, social security number and assignment.

(c) Stewards shall be present during all disciplinary proceedings unless the employee requests otherwise.

#### ARTICLE V

##### NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices and Civil Rights. Accordingly both parties reaffirm by this Agreement their commitment not to discriminate against any employee in the application of the terms of this Agreement because of race, creed, color, religion, national origin, age, sex, height, weight or marital status as prescribed by law.

#### ARTICLE VI

##### JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for purposes of instructional training, experimentation or in the case where there would not be an employee in the bargaining unit available to perform such work.

#### ARTICLE VII

##### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the work force nor shall the use of contracting or subcontracting be used to avoid the performance of all work covered under this Agreement by members of the Union. This provision



is not meant to prohibit a parent/guardian from transporting their own children.

## ARTICLE VIII

### 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 regarding 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.

## ARTICLE IX

### SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first day of employment as a regular bus driver. If at any time prior to the completion of the sixty (60) 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 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.

(b) Upon satisfactory completion of the probationary period the employee's seniority date shall be retroactive to the first working day. In the event that two or more employees begin regular bus driving work on the same working day, such employees shall be placed on the seniority list, based on the first day hired as a regular bus driver. All ties thereafter shall be based on the first letter of their last name.

(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 Union Steward and Alternate Steward).

(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 prior to 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.

(f) 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, date of entry into classification.

ARTICLE X

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 condition 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 will be removed from the employees file one (1) year from the date of inclusion in the

employee's file.

(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 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 files maintained by the Employer. Such review of personnel files 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 XI

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. Trip - A "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 In - An "Emergency" shall be defined as any incident over which the Employer has no control.

Section 2. Extra Biddable Runs.

During the month of August, preceding each school year, employees shall meet to select vacant runs by seniority bid. (AM/PM runs already secured shall be excluded from this process). The most senior employee shall have the first choice of a vacant run. Selection of runs shall continue in rotation to the next most senior employee until all available runs are selected. Drivers will be supplied a list of all extra biddable runs three (3) days prior to the August bid date.

(a) Drivers shall maintain their same AM/PM runs on a year-to-year basis. Drivers who have their AM/PM runs eliminated

shall have the right to bump (through the layoff and recall process) any less senior driver's regular AM/PM runs.

(b) The Employer agrees to consult with the Union prior to runs being bid.

(c) Once the extra biddable runs have been awarded, any major change in a run shall result in that run being rebid. A "major change" is a change that involves an adjustment in the drivers pay and/or time of more than thirty (30) minutes.

(d) When a known short term or temporary bid run, such as golf practice, is discontinued, that driver 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). In the bidding process, one extra biddable run shall be offered to all eligible drivers before any driver is awarded a second extra biddable run.

(f) Employees 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 employee's extra biddable runs as limited by Article XI, Section 2, Paragraph E. Any employee eligible to bump shall have ten (10) working days to exercise this option. The Employer, then, has three (3) working days from notification to implement the required changes.

(g) 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, which will be paid a minimum of one and one-half (1½) hours, or the actual time, whichever is greater, at the driver's appropriate rate of pay.

(h) In those instances where a driver is required to pre-trip their bus, the driver will be paid one and one-half (1½) hours or actual time, whichever is greater, at the driver's appropriate rate of pay. ( The exception is when a driver arrives for a trip which is subsequently cancelled.)

### Section 3. Work Week and Day

(a) The regularly scheduled work week shall consist of up to or including forty (40) hours beginning at 12:10 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be whatever constitutes the bus driver's normal daily runs. Normal daily runs will be AM/PM runs and extra biddable runs.

### Section 4. Distribution of Extra Trips

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 over 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.

(a) 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. **Day** - day trips are those weekday trips where the majority of the work is scheduled to be performed between the hours of 8:00 a.m. and 2:30 p.m. of the regular school day.
2. **After School Hours** - after school hours trips are those weekday trips where the majority of the work is scheduled to be performed after 2:30 p.m. of the regular school day. Trips during holiday breaks are to be included on this list, exclusive of summer.
3. **Saturday** - Saturday trips are those trips where the majority of the work is scheduled to be performed on Saturday.
4. **Sunday** - Sunday trips are those trips where the majority of the work is scheduled to be performed on Sunday.
5. **Long Mileage Trips** - long mileage trips are any trips which involve a round trip of no less than one hundred and fifty (150) miles. ~~ANY weekday, Saturday and/or Sunday trip that~~ involves no less than 150 miles round trip will be given out as a long mileage trip. NOTE: The Benton Harbor return trip shall not be included for the purposes of the 150 miles.

(b) 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.

(c) 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.

(d) Summer trips, excluding Summer Migrant Trips, will be rotated

(e) All sports trips and events are to be paid at the appropriate rate of pay with a minimum of four (4) hours pay per trip. Drivers shall be paid at his or her appropriate hourly rate of pay for trips that exceed four (4) hours. The administration may exercise the option of dividing sport trips into two separate trips, using economics as the determining factor. The sport trip so divided shall be compensated as two separate trips of four (4) hours each or time elapsed, whichever is greater. The same driver shall be assigned both trips. The trip list will reflect one trip for rotation purposes.

(f) Drivers who, through rotation, are assigned more than one trip in the same time period must either trade a trip or choose which trip to return, with the understanding that, in returning a trip, the driver forfeits any claim to be "picked up" for the discarded trip.

(g) Drivers who are unavailable for extra trips for reasons other than conflicting trip times shall forfeit that turn in the rotation of trips assigned.

(h) A minimum of at least three (3) calendar days notice for extra trips and athletic events must be given. If the 3 days notice is not given, the employee may decline such a run or be paid \$5.00 (five dollars) extra. If an employee declines such a trip they will not be charged their turn in the trip rotation. NOTE: A fee will not be assessed as long as proper notification was given to the initial driver and the trip was subsequently declined.

(i) Drivers whose extra trips are cancelled shall be scheduled

(i) Drivers whose extra trips are cancelled shall be scheduled for a like replacement extra trip as relates to overtime as soon as possible.

(j) Drivers reporting for a scheduled trip or run which is cancelled after the driver has reported shall receive pay for time lost on their regularly scheduled run, or one (1) hour's pay, whichever is greater.

(k) Whenever a driver takes any extra trip that requires an overnight stay, the driver shall be paid at the appropriate rate of pay for the entire time less nine (9) hours - for rest and meals - plus any reasonable expenses incurred.

(l) All non-sport trips are to be paid a minimum of one and one-half (1½) hours.

(m) 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.

#### **Section 5. Overlapping of Trips and Runs.**

A driver is not eligible to drive a trip which conflicts with the start or end of an AM, PM 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 AM, PM, or extra biddable run with an extra trip except in situations wherein no sub is available.

Section 6. Training of New Drivers.

In the event that a driver is required to train another driver, only current Eau Claire Public School employees shall be used. 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 XII

VACANCIES

**A. Vacant and/or Newly Created Runs**

1. Written notice of all vacant and newly created runs shall be furnished to each employee covered by the Agreement within five (5) working days from the date of the vacancy, or the establishment of the new run, and employees shall be given five (5) 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:

description of the run

the starting date

the minimum hours to be paid

the time of day for the run

the type of vehicle to be used

2. 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.

**B. Substitute Driving**

B. 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 projected not to be in overtime;

(2) Most senior regular driver available, starting with the

fewest minutes of overlap;

(3) Most senior driver available that is projected to be in overtime; and

(4) Substitute bus driver.

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

C. Non-student bus runs shall be rotated beginning with the top senior bus driver, proceeding through the seniority list providing they do not have forty (40) hours. Drivers not accepting their turn in the rotation shall forfeit their turn until the next rotation process. Non-student bus runs for the purpose of this section are generally errands. Errands should only be given to drivers who are not driving at the time of the errand.

ARTICLE XIII

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 report for work, and has exhausted all means of compensation from the Employer, shall be granted a leave of absence without pay for a period up to one (1) year for such disability, 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 Employee.

(b) Leaves of absence without pay shall be granted for a period of time up to thirty (30) calendar days for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, parents, or any family member in your home under your immediate care.

(c) Leaves of absence without pay may be granted for reasonable periods of time for training related to an employee's regular duties in an approved education institution.

(d) Pregnancy will be treated as any other illness or disability.

(e) 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 law granting such rights.

(f) 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.

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

(h) All reasons for leaves 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 the requirements as hereinbefore specified 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. 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 XIV

PAID LEAVE

Section 1. Sick Leave.

(a) Each employee covered by this agreement shall be entitled to paid leave at the rate of one (1) day per month for twelve (12) months in the employee's individual paid leave bank which shall accumulate to a maximum of one hundred (100) days. These days can be used in the event of illness, funeral and personal reasons.

(b) A newly hired employee shall be entitled to their paid leave days earned during the probationary period upon satisfactory completion of the probationary period.

(c) Sick leave shall be granted to an employee incapacitated from the performance of duties by sickness, pregnancy, injury or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee. The immediate family shall be defined as mother, father, mother-in-law, father-in-law, children, step-children, or spouse.

(d) Record of paid leave accumulated and taken shall be available to the employees or the Union upon request.

Section 2. Funeral Leave.

(a) Employees shall be granted three (3) days time off with pay for a death in the employee's immediate family, which shall be deducted from the employee's paid leave bank. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose death has a real meaning to said employee.



(b) 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.**

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 sick leave bank at the end of the school year.

Application for Personal Leave must be submitted in writing at least forty-eight (48) hours in advance, except in the event of 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 of service, less any compensation received for such jury service.

(b) In the event 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. Sick Leave Pay-out.**

Accumulated sick leave shall be paid upon termination of services at 50% of the employee's then current rate.

ARTICLE XV

HOLIDAYS

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

New Year's Eve Day	Thanksgiving Day	Christmas Day
New Year's Day	Day After Thanksgiving	Martin Luther King Day
Good Friday		Day
Memorial Day	Christmas Eve Day	Presidents' Day

(b) If school is held on any of the above days a compensatory day will be given.

(c) In the event that an employee is on sick leave on any of the above named holidays, they shall not have that day charged against their allowable sick leave.

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

ARTICLE XVI

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 for that day. Employees shall work on all re-scheduled days for no additional compensation. If 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 XVII

INSURANCE

(a) The Employer will deduct the full amount of the hospitalization premium from the employee's paycheck and remit to the hospitalization insurance carrier for those employees who desire such insurance coverage.

The Employer shall provide basic and major hospitalization based on the following schedule based on regularly assigned and biddable runs.

Each category to be increased by 6% per year beginning with the 1991 year.

\$26.50/month - 30 or more regularly assigned and  
biddable hours per week.

\$21.20/month - Less than 30 regular and biddable hours  
per week.

Drivers have the option to put part or all of each year's salary increase toward their hospitalization insurance premium.

(b) The Employer shall pay the total premium for all of the employees covered by this Agreement for a \$10,000.00 term life insurance.

(c) Drivers may elect an annuity plan through payroll deduct as well as a group carrier.

ARTICLE XVIII

JACKETS

All regular bus drivers shall be furnished uniform jackets with a lightweight lining and a pile lining according to the following schedule:

1990-91 - Winter jacket

1991-92 - Spring jacket

1992-93 - No jacket

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.

Pending future bargaining, winter jackets would be ordered and delivered in the fall of the 1993-94 school year. Spring jackets would be ordered and delivered in the fall of the 1994-95 school year.

ARTICLE XIX

MISCELLANEOUS

Section 1. Tax Sheltered 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 and etc.

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 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 or the Employer will pay an identical amount for the examination to be made by a doctor selected by the employee. The Employer will reimburse upon receiving a receipt from the employee.

(b) Bus drivers shall obtain the appropriate chauffeur's license

as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Employer.

(c) Driver employees are to receive the appropriate hourly rate of pay for road tests and full cost of Bus Re-certification tests.

#### Section 5. Training

In the event that a driver is required to train another driver, only current Eau Claire Public School employees shall be used. They will be paid their regular rate of pay.

#### Section 6. Washing and Cleaning Buses.

(1) If the entire black and yellow needs cleaned, make an appointment through the Transportation Supervisor, at Wheel In. This pays one and one-half (1½) hours.

(2) If it is just a matter of "degrimming" the back window, use the spray system that Farm Bureau has set up. This should not entail any additional time as drivers are presently paid 30 minutes daily for fueling and cleaning vehicles.

#### Section 7. Expense Allowance

The driver will be reimbursed for all actual, reasonable expenses incurred while driving an extra trip such as meals, lodging when required, ect., providing the employee submits to the Employer receipts for all such expenses .

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.

#### Section 8 Breakdown Time

The Bus driver shall be paid their appropriate rate of pay, for a minimum of one (1) hour's time, or the actual time required, whichever

is greater for all time in which the Bus Driver is required to remain with their 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 9. Driver Complaints.**

Complaints about Bus Drivers shall be put in writing stating the nature of complaint, also the name of the person turning in the complaint (in Triplicate). One (1) copy to the Bus Driver, one (1) copy to be put into the Bus Driver's file, one (1) copy to the Chief Steward.

**Section 10. Trip Sheets.**

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

**Section 11. Distribution of Checks.**

Salary of all Bus Drivers to be paid in equal installments of twenty-one (21) or twenty-six (26) checks (employee preference).

**Section 12. Absence of Driver.**

In a case of driver absence extra biddables 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 AM/PM runs of the absent driver. Regular drivers are not allowed to take off their regular run to sub for someone else.

**Section 13. Discipline Compensation.**

In the event that a driver is required by a district administrator to meet regarding a discipline problem, drivers will be paid their hourly rate from the time the meeting is scheduled until its

conclusion.

**Section 14. Erroneous Assignments of Emergency Runs and Trips.**

The administration will not be penalized for the erroneous assignment of emergency runs or trips in those situations where the administration did not have sufficient time to assign the run or trip through the normal process.

This provision may be reopened by either party prior to the start of the school year.



ARTICLE XX

GRIEVANCE PROCEDURE

Definitions:

(a) For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the EMPLOYER and the UNION, or any employee represented by the Union, as to the interpretation or application of the provisions of this Agreement or as to any claim of breach or violation of this Agreement by either party, provided that such dispute shall not involve a change in, addition to or subtraction from the contract.

(b) For the purpose of processing, grievance "Work Day" shall be 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 (3) 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 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 the Transportation Supervisor in the presence of the Steward.

(b) If the grievance is not settled under (a) above, the Chief 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 Chief Steward shall sign the grievance.

**Step Two.**

(a) The Chief Steward shall meet with the Transportation Supervisor 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 Chief 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 Transportation Director to the Superintendent of Schools, 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 of Schools 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 of Schools or his/her designated representative shall be presented to the Board of Education within five (5) working days and the Board or established Board appointed committee shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his/her designated representative was not satisfactory.

(b) The Board of Education shall give their 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.**

If the decision of the Board of Education is not satisfactory, the Union may request Binding Arbitration with the loser paying all costs.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employee 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 XXII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms of 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 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 herein.

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 or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the

remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### ARTICLE XXIV

##### TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until August 31, 1993.

(b) If either party desires to modify or change this Agreement or its subsequent termination date it shall require ninety (90) calendar days written notice of amendments 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 #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48227 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 September 1, 1990 to August 31, 1993.

ARTICLE XXV

SUMMER MIGRANT PROGRAM

The District will follow as closely as possible the Union contract 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 three and one-quarter (3¼) hours for daily AM/PM runs.
3. Wages shall be a minimum of \$8.00 per hour. If other migrant staff receive wage increases, bus drivers should get equal consideration.
4. Migrant drivers will be used first for Migrant Program field trips and then other unit members, via seniority.

SCHEDULE "A"

Schedule reflects a 6% increase for each year of the contract.

<u>CLASSIFICATION</u>	<u>9/1/90</u>	<u>After 4</u> <u>Years</u>	<u>After 8</u> <u>Years</u>	<u>After 12</u> <u>Years</u>	<u>After 16</u> <u>Years</u>	<u>After 20</u> <u>Years</u>
Bus Driver	\$9.72/hr.	9.82/hr.	9.92/hr.	10.02/hr.	10.12/hr.	10.32/hr.
Sports Events Runs	See Article XI, Section 4(e)					
Emergency Trip	\$5.00 late call bonus plus 2 hr. minimum at appropriate rate of pay.					

<u>CLASSIFICATION</u>	<u>9/1/91</u>	<u>After 4</u> <u>Years</u>	<u>After 8</u> <u>Years</u>	<u>After 12</u> <u>Years</u>	<u>After 16</u> <u>Years</u>	<u>After 20</u> <u>Years</u>
Bus Driver	\$10.30/hr.	10.40/hr.	10.50/hr.	10.60/hr.	10.70/hr.	10.90/hr.
Sports Events Runs	See Article XI, Section 4(e)					
Emergency Trip	\$5.00 late call bonus plus 2 hr. minimum at appropriate rate of pay.					

<u>CLASSIFICATION</u>	<u>9/1/92</u>	<u>After 4</u> <u>Years</u>	<u>After 8</u> <u>Years</u>	<u>After 12</u> <u>Years</u>	<u>After 16</u> <u>Years</u>	<u>After 20</u> <u>Years</u>
Bus Driver	\$10.92/hr.	11.02/hr.	11.12/hr.	11.22/hr.	11.32/hr.	11.52/hr.
Sports Events Runs	See Article XI, Section 4(e)					
Emergency Trip	\$5.00 late call bonus plus 2 hr. minimum at appropriate rate of pay.					

(a) A driver who has a regular AM/PM run shall be paid a minimum of three and one-half (3½) hours for their AM/PM run, or the actual time, whichever is greater. The minimum of three and one-half (3½) hours includes AM and PM 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 AM/PM run.

(b) Regular AM/PM and extra biddable runs will be certified by 1 November, yearly.

(c) The following overtime rates will be paid:

1. Time and one-half ( $1\frac{1}{2}$ ) will be paid for Saturday work. Sports Events Trips pay a minimum of four (4) hours.
2. Double Time (2X) will be paid for Sunday and holiday work. Sports Events Trips pay a minimum of four (4) hours.

(d) It is hereby agreed between the parties hereto that whenever an employee shall work more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in one work week, he or she shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for hours worked. Double time will be paid on Sunday and Holidays.

(e) A newly-hired employee shall be paid fifty cents (50¢) per hour less than the specified base rate of pay during the employee's sixty (60) working days probationary period.

Upon completion of the sixty (60) working days probationary period the employee shall be paid the specified base rate of pay.

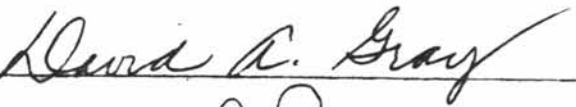
(f) Drivers may elect to apportion part or all of each year's salary increase towards an hospitalization insurance premium per Section 125 of the IRS laws.



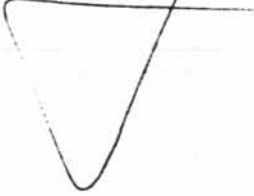
IN WITNESS THEREOF: The parties hereto have caused this instrument to be executed.

EAU CLAIRE PUBLIC SCHOOLS

  
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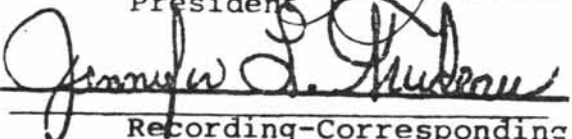
  
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INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL #547, AFL-CIO

  
Business Manager

  
President

  
Recording-Corresponding  
Secretary