

AGREEMENT

BETWEEN

EAU CLAIRE PUBLIC SCHOOLS

AND

TEAMSTERS LOCAL 214

(BUS AND VAN DRIVERS BARGAINING UNIT)

(April 15, 2024 – June 30, 2027)



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Article 1
Union Recognition and Membership

Section 1. Union Recognition

- a) Pursuant to the Michigan Public Employment Relations Act, as amended, the Board of Education of the Eau Claire Public Schools (School District or Employer), recognizes the International Brotherhood of Teamsters Union Local 214 (Union) as the sole and exclusive representative for the purpose of collective bargaining for wages, hours, and other terms and conditions of employment.
- b) The term "employee" as used in this Agreement shall include all full-time and part-time bus drivers, van drivers, and permanent substitute drivers, but excluding bus aides, mechanics, supervisors, and all other employees.

Section 2. Union Membership

- a) The Union will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as generally apply to other members of the Union under this Agreement. Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall discriminate against an employee about Union membership.
- b) The Union will save the Board harmless for any action taken or not taken pursuant to this Article, including all expenses and judgments rendered by or in any court, agency, or tribunal necessary to enforce of this Article.

Article 2
Management Rights

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

- 1. The executive management and administrative control of the School District, its properties, equipment, facilities and operations, and to direct the activities and work of its employees;
- 2. Hire all employees and determine their qualifications;
- 3. Promote, transfer, and assign all employees;
- 4. Determine the size of the workforce, and expand or reduce the workforce;
- 5. Establish, eliminate, continue, and/or revise reasonable work rules, regulations, and personnel policies;

6. Dismiss, demote, and discipline employees;
7. Establish, modify, or change any work, business, or school schedule, hours, or days;
8. Determine the services, supplies, and equipment to conduct its operation, including their distribution, establish standards of operation and performance, and determine the means, methods, and processes of performing work to be done, including the assignment and distribution of tasks and work among the workforce;
9. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, and the relocation or closing of offices, departments, divisions, subdivisions, buildings, or other facilities; and
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 is limited only by a specific provision of this Agreement.

Article 3 **Visitation**

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

Article 4 **Co-Stewards**

- a) The employees shall be represented by two (2) Co-Stewards who shall be selected in a manner determined by the Union and its members. The Union shall provide written notice of the names of the selected Co-Stewards to the Employer.
- b) With permission from the Superintendent or designee and reasonable arrangements being made, a Co-Steward will be allowed time off with pay to investigate and process grievances or attend grievance meetings or negotiation sessions with the Board's representative when so required. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Union release time, unless the Employer schedules the meeting during a Co-Steward's normal work/route times.
- c) During their terms of office, the Co-Stewards shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon termination of the term, a Co-Steward shall return to their regular seniority status.

- d) Upon request, the Employer shall provide the Co-Stewards with the following information within a newly-hired employee's first week of employment: name, hire date, address, and assignment.
- e) A Steward shall be present during all disciplinary proceedings unless the employee requests otherwise.

Article 5
Jurisdiction

- a) Persons not covered by this Agreement shall not perform work covered by this Agreement except for instructional training or when no bargaining unit employee is available to perform the work. In addition, an authorized coach, volunteer, District designee, or a Bus or Van Driver may transport up to twelve (12) or few students to/from the specific event using an appropriate vehicle(s).
- b) Thirteen (13) or more students must be transported in a school bus with a certified Bus Driver.

Article 6
Safety

- a) The Employer shall make reasonable provisions for the safety of its employees while performing duties during the hours of their employment and shall furnish protective devices or equipment as reasonably required. The District and every employee shall observe all safety rules and shall comply with the Pupil Transportation Act and Board-approved policies for student transportation and safety.
- b) The Employer will provide and maintain a clean, safe, well-lit, and plowed parking area for both buses and personal vehicles.
- c) The Employer shall meet with the employees covered by this bargaining agreement before the start of each school year to discuss safety issues for student pick-up and drop-off at each school site.

Article 7
Seniority

- a) A newly-hired employee shall be on probationary status for ninety (90) workdays taken from and including the first (1st) day of employment as a regular Bus Driver. If at any time before the completion of the ninety (90) workday probationary period the employee's work performance is unsatisfactory, the Employer may dismiss the employee without appeal by the Union. Probationary employees who are absent during the first ninety (90) workdays of employment shall work additional days equal to the number of days absent, and the employee will not complete the probationary period until those additional days have been worked.

- b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first workday. If two (2) or more employees begin regular bus driving work on the same workday, the employee with the greatest number of substitute driving days within the District will receive seniority. All seniority ties thereafter shall be based on the first letter of the employees' last names.
- c) Employees shall be laid off and recalled based on consideration of all the following factors: seniority in classification, annual performance evaluations, discipline history (if any), and ability to perform essential job functions. These factors are not weighted.
- d) An employee will lose seniority if the employee:
 - 1. Resigns;
 - 2. Is discharged;
 - 3. Is absent for three (3) consecutive workdays without notifying the Employer;
 - 4. Does not return from sick leave or leave of absence on the date that the employee is due to return, except if the employee notifies the Employer by no later than forty-eight (48) hours before the scheduled return date, or except in an emergency.
- e) Seniority shall not accumulate within the bargaining unit for an employee who is transferred to a supervisory position. Any employee so transferred shall retain their bargaining unit seniority for ninety (90) days after the transfer.
- f) Upon request, an updated seniority list shall be made available to each employee covered by this Agreement. The list shall contain each employee's name, hire date as a Driver, and date of entry into the classification.
- g) A Driver on layoff status will receive priority by seniority for substitute work at the Driver's payrate received before layoff.

Article 8
Discipline/Dismissal

- a) Dismissal, suspension, or any other disciplinary action shall be for a reason that is not arbitrary or capricious, with the employee having the right to defend against all charges. Written notice of dismissal, suspension, or other disciplinary action shall be provided to the employee. Among the reasons (but not limited to) deemed sufficient for dismissal, suspension, or other disciplinary action are any act of misconduct, moral turpitude, dishonesty, fraud, insubordination, or incompetence.

Investigation of alleged misconduct and discipline action, as appropriate, will be initiated as soon as practicable.

- b) Progressive discipline for substantiated misconduct includes:

Step 1: Verbal warning (note to file)

Step 2: Written warning

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

Step 4: Dismissal

The Employer retains the right to initiate discipline at whichever Step the Employer deems appropriate based on the severity of the employee's misconduct. If an employee's dismissal, suspension, or disciplinary action is found through the Grievance Procedure to be for a reason that is arbitrary or capricious, the employee shall be reinstated with full back pay (less mitigation), full seniority rights, and all fringe benefits that the employee would have earned during the dismissal or suspension period.

- c) The Union, with the employee's written consent, shall have the right to review the employee's personnel file. An employee, upon making the request, has the right to review their personnel file maintained by the Employer. A review of an employee's personnel file must be done in the District office under the supervision of a designated school employee.
- d) Personnel files shall be maintained in locked cabinets.

Article 9

Hours and Work Week

Section 1. Definitions

- a) ***A.M./P.M. Run:*** Regular home pick-up and take-home of students.
- b) ***Bid Run:*** Transportation of students by school vehicle, to and/or from the student's curricular program within school hours, on which Drivers may bid.
- c) ***Trip:*** Transportation of students, or other authorized designee, by school vehicle, to and from a school event, contest, activity, or field experience.
- d) ***Emergency Call:*** Any trip over which the Employer has no control and occurs with less than twenty-four (24) hours' notice. Employees who accept an emergency call will receive a one-time twenty dollar (\$20.00) late call bonus (per call).
- e) ***Add On:*** Any temporary run of less than one (1) hour, which administration stipulates will be added to a Driver's other run(s).

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

- a) Drivers shall maintain their same a.m./p.m. runs on a year-to-year basis if the Driver remains in good standing. Drivers who have their a.m./p.m. runs eliminated have the right to bump (through the lay-off and recall process) any less senior Driver's regular a.m./p.m. runs, but only if the senior Driver is more qualified.

- b) When an a.m./p.m. run is increased by thirty (30) minutes or more, the run shall be posted for bidding. When an a.m./p.m. run is reduced by thirty (30) minutes or more, the affected Driver may bump any less senior Driver's a.m./p.m. run only if the senior Driver is qualified.
- c) Any Driver eligible to bump shall have five (5) workdays to exercise this option. The Employer then has three (3) workdays from notice of the bump by which to implement the required change.
- d) Whenever a Driver's out-of-District a.m./p.m. run conflicts, the Transportation Supervisor will make every effort to assign the affected Driver to the run that provides the most driving hours.
- e) A Bus Driver who has a regular a.m./p.m. run shall be paid a minimum of four (4) hours (including gas/cleanup time) for their a.m./p.m. run, or the actual time, whichever is greater. A Van Driver who has a regular a.m./p.m. run shall be paid the actual time for driving and gas/cleanup time.

Section 3. Bid Runs

- a) During August preceding each school year, Drivers shall meet to bid runs by seniority. The most senior Driver shall have the first choice of a bid run. Selection of runs shall continue in rotation to the next most senior driver until all available runs are selected. Drivers will receive a list of all bid runs three (3) days before the August bid date.
- b) Once the bid runs have been awarded, any major change in a run shall result in that run being re-bid. A "major change" involves an adjustment, singular or cumulative, in the Driver's pay and/or time of more than thirty (30) minutes per day. Any change in bid run time that occurs within the last month (thirty [30] days) of the school year do not have to be re-bid.
- c) When a known short-term or temporary bid run (e.g., golf practice), is discontinued, that Driver may not bump, but then becomes eligible to fill the lost bid with a replacement bid when a new/next bid becomes available. (Replacement bids are considered original bids.)
- d) When a Driver chooses to pass on a bid run or drops a bid run, the Driver will maintain his/her seniority bid position on the next run available.
- e) In the bidding process, one (1) bid run shall be offered to all eligible Drivers before any Driver is awarded a second bid run. Therefore, two (2) bid runs shall be offered before any Driver is awarded a third. When any Driver has two (2) or more bid runs than any other Driver, the imbalance will result in an additional bid meeting of all bid runs within five (5) workdays as could occur with a new Driver being hired.
- f) Drivers whose bid runs are unexpectedly eliminated, or which experience a "major change", have the right to bump through the bid process any less senior Driver's bid runs from the same or subsequent bidding round. Any Driver eligible to bump has three (3) workdays from notice to exercise this option. The Employer then has three (3) workdays

from notice to implement the required changes.

- g) Any bid run will involve a minimum of thirty (30) minutes, or actual time, whichever is greater, except bid out-of-District and/or midday runs, when bus pre-tripping is required, 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 pay rate.
- h) If no Driver bids on a bid run, it shall be offered, by seniority, as an assignment to Drivers available. If no one accepts the offer, the assignment will be made to the least senior Driver available. Assignments will not be secure from year to year. Assignments will not result in a Driver's run being re-bid.
- i) When a Driver requests a leave of absence or takes sick leave for six (6) weeks or more, all their runs will be posted for separate bid within five (5) workdays of the leave request. Runs vacated by Drivers who get the bids will then be put up for bid. A Driver returning to work after a qualified FMLA leave will resume the same runs which they vacated if the runs still exist, as will the Drivers who had bid on subsequently vacated runs (unless they have been changed by additional bids during the leave). A Driver's qualifying FMLA leave will not prevent their seniority right to bid if new bids are posted during their leave.
- j) Regular a.m./p.m. and bid runs will be certified by October 1st, annually.

Section 4. Work Week and Day

- a) The regularly scheduled work week consists of up to or including forty (40) hours, beginning at 12:01 a.m. Monday, and ending one hundred twenty (120) hours thereafter.
- b) The normal workday shall be whatever constitutes the Driver's normal daily runs. Normal daily runs will be a.m./p.m. runs and bid runs and assignments. The normal workday and year are defined as only those days on the school calendar approved by the Board.
- c) Drivers who have some regular daily bus runs on days other than Eau Claire school calendar approved days may choose whether to drive those runs. If they choose to drive them, they shall receive the contract pay rate. If they choose not to drive them, the runs will be filled as substitute runs. If no substitute can be found, the Driver will honor the original assignment.
- d) Whenever an employee works more than forty (40) hours in one (1) workweek, the employee shall be paid at the rate of time and one-half (1½) for those hours worked over forty (40).
- e) The Driver's hourly rate (with overtime as applicable) will be paid for Saturday work, along with an additional \$25. Time and one-half (1½) will be paid for Sunday and holiday work.
- f) Any non-bid out-of-District driving assignment will be paid a minimum of one (1) hour or actual assignment time, whichever is greater.

- g) If the Superintendent or Building Principal requires a Driver to meet about a student discipline issue, the Driver will be paid his/her hourly rate from the meeting's scheduled start time until its conclusion.

Section 5. Distribution of Trips

- a) All bargaining unit employees are expected to be reasonably available for trips.
- b) Trips are awarded on a rotating basis by seniority in the order in which the trips are received after chronological arrangement by date and time. Once a Driver is projected to have forty (40) hours of work, Monday through Friday, they are 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 workweek.

The District will maintain four (4) separate extra trip lists, which are:

1. Trips;
 2. Saturday Trips: Those trips when most of the work is scheduled to be performed on Saturday;
 3. Sunday and Holiday Trips: Those trips when most of the work is scheduled to be performed on Sunday or on a holiday;
 4. Long Mileage Trips: Any trip that involves a round trip of no less than one hundred fifty (150) miles. Any weekday, Saturday, or Sunday trip that involves no less than one hundred fifty (150) miles round trip will be assigned a long mileage trip.
- c) Saturday, Sunday, or long mileage trips going on a Saturday or Sunday shall be distributed on a rotating basis by seniority regardless of the Driver's projected weekly hour totals. There will be no exclusion of a Driver who has reached or exceeded the projected forty (40) hours of service.
 - d) Employees who desire to be placed on the long mileage trip list shall receive the opportunity to make trips according to seniority on a rotating basis until each Driver on the long mileage trip list has either taken a trip or has been asked by the Transportation Supervisor to take a long mileage trip.
 - e) All regular program trips in the summer will continue the rotation from the previous school year's trip list. Here, "summer" means the day after the last student day in the Spring through the day before the first student day in the Fall. New trip lists and subsequent rotation will begin at the August bid meeting.

- f) For all trips, Drivers are to be paid a minimum of three (3) hours at their hourly rate for actual driving time, pre-trip inspection time, fueling time, cleaning time, and all other non-driving time. Delivery of students to more than one location is considered one trip (i.e., each location is not considered a trip).
- g) Drivers are to remain at the event site and be accessible to District staff, coaches, and students (except for meals).
- h) Drivers who through rotation are assigned more than one (1) trip in the same time period must either trade a trip or choose which trip to return. The return trip will be made up if it is returned as soon as possible.
- i) Drivers who are unavailable for extra trips for reason(s) other than conflicting trip times shall forfeit that turn in the rotation of trips assigned.
- j) A minimum of a one (1) calendar day notice for trips must be given. If this notice is not given, the employee may decline the run or be paid **twenty dollars (\$20)** extra per trip. An employee who declines the trip will not be charged their turn in the trip rotation. Similarly, Drivers are expected to return any trips they decline at least one (1) calendar day before the trip takes place. A trade does not get **twenty dollars (\$20)** if traded within the one (1) day notice.

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

- k) Drivers whose trips are cancelled before, or within one (1) hour after departure time, shall be scheduled for a like replacement trip, relating to overtime, as soon as possible.
- l) A Driver reporting for a scheduled trip which is cancelled within one (1) hour before or after the Driver has reported shall receive pay for time lost on their regularly scheduled run and two (2) hours compensation at their regular pay rate for the trip cancellation or for time spent on the trip, including pre-trip and return to base, whichever is greater.
- m) Whenever a Driver takes a trip that requires an overnight stay, the Driver shall be paid their hourly rate, minus nine (9) hours (for rest and meals), plus any reasonable expenses incurred in accordance with Board Policy.
- n) Nothing in this Agreement shall be construed to prevent Drivers from exchanging trips from the same lists to which the Drivers have already been assigned, provided prior notice is furnished and approved by the Transportation Supervisor at least one (1) hour before the scheduled trip and provided that the involved Driver does not already have over forty (40) hours of work projected for that workweek, Monday through Friday, in which the traded trip is to take place.

Section 6. Overlapping of Trips and Runs

A Driver is not eligible to drive a trip which conflicts with the start or end of an a.m./p.m., or

bid run, unless the Driver elects not to drive the run with which the trip conflicts. There can be no overlapping of an a.m./p.m. or bid run with an extra trip, except when no substitute is available.

Article 10
Vacancies

Section 1. Vacant or Newly-Created Runs

- a) Written notice of all vacant and newly created runs shall be furnished to each employee covered by this Agreement within three (3) workdays from the vacancy date, or the establishment of the new run. Employees shall receive three (3) workdays' time in which to apply to fill the vacant or newly created run. Notice of vacant or newly created runs shall include the following information:
 - 1. Description of the run;
 - 2. Start date;
 - 3. Minimum hours to be paid;
 - 4. Time of day for the run;
 - 5. Type of vehicle to be used.
- b) While the run is being bid, vacant or newly created runs will be filled by the same process used for filling substitute runs, except that reasonable overlapping will be allowed (not to exceed fifteen [15] minutes). When a run is re-bid due to a major change, the Driver shall maintain that run during the bid process. U
- c) The run will be awarded to the most senior Driver bidding, except for bid runs, Article 9, Section 3 will be followed.
- d) If a Driver is asked to temporarily perform work in a different classification and the Driver accepts, the Driver will be paid at the higher classification rate if approved in writing by the Superintendent or designee. If a Driver is asked to temporarily perform work in a lower classification and the Driver accepts, the Driver will be paid the Driver's rate and not the lower classification rate if approved in writing by the Superintendent or designee.

Section 2. Substitute Driving

- a) Any substitute driving shall be offered to all regular Drivers first, beginning with the most senior Driver using the following preferences:
 - 1. The most senior regular Driver available without overlap and does not have over forty (40) hours projected for the week unless the overlap is a run up for bid;
 - 2. Most senior regular Driver available who:

- a. is not in overtime, and
 - b. has the fewest minutes of overlap.
3. Most senior regular Driver in overtime and/or overlap;
 4. Substitute Driver.

Note: Drivers may not take off their normal daily runs to substitute.

Article 11 **Leaves of Absence**

Section 1. Family and Medical Leave

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

Section 2. Unpaid Leaves

- a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is unable to report for work, and has exhausted all means of compensation from the Employer, may be granted a leave of absence without pay for up to one (1) year for disability at the District's discretion, 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 the absence when the same is requested by the Employer.
- b) A leave of absence without pay shall be granted for up to thirty (30) calendar days for personal physical or mental illness, or prolonged serious illness in the immediate family which includes spouse, child, parent, grandparent, or any family member under the employee's immediate care.
- c) An employee who files a Worker's Compensation claim must have an examination performed by a doctor selected by the District.
- d) A leave of absence without pay may be granted for a reasonable time for training at an approved educational institution related to an employee's regular duties.
- e) The reinstatement rights of any employee who enters the Uniformed Services of the United States, or who voluntarily enlists during the effective period of that law, shall be determined by applicable legal standards.
- f) A leave of absence without pay will be granted to an employee who is active in the

National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligation if the employee makes a written request for the leave of absence immediately upon receiving the order to report for duty.

- g) All requests for a leave of absence shall be in writing stating the reason(s) 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.
- h) An employee who is granted a leave of absence shall resume their regular seniority status upon return to duty.
- i) A leave of absence without pay may be granted at the Employer's discretion for reasons other than those listed above when deemed by the Employer to be beneficial to the employee and the Employer. This provision is not subject to the Grievance Process.

Article 12 **Paid Leave**

Section 1. Paid Leave Days

- a) Each employee shall receive one (1) paid leave day per month, equal to the daily hours worked, without loss of pay, and shall accumulate without limit.
- b) Paid leave days may be used only on contracted workdays (see employee calendars) for use as protection against loss of income because of absence due to:
 - 1. personal illness or disability
 - 2. family illness or disability
 - 3. childbirth/adoption/child care
 - 4. funeral/bereavement
 - 5. approved personal leave
- c) Up to two (2) paid leave days may be used for personal business (non-consecutive) at the employee's discretion on contracted workdays.
- d) Paid leave days shall not be used consecutively for a reason other than an employee or immediate family illness. A note from a licensed health care provider may be required when an employee returns to work after three (3) or more consecutive days of illness.
- e) All paid leave days must be entered into the employee's attendance account and approved by the Supervisor within 48 hours of leave.
- f) Accumulated paid leave shall be paid upon non-disciplinary separation of employment only after a minimum of fifteen (15) years of service with Eau Claire Public Schools.

Accumulated leave **up to a maximum of ninety (90) days** will be paid at fifty percent (50%) of the Employee's then-current hourly rate.

- g) An employee will *not* use paid leave days for scheduled non-student attendance days the employee may lose, except for half days and teacher professional development that count as student instruction if the Driver is not otherwise expected to work or attend training/professional development.
- h) A record of paid leave accumulated is available through individual employee attendance accounts.
- i) Drivers shall contact the supervisor by 5:00 a.m. for a.m. runs and ASAP or before 1:30 p.m. for afternoon runs via a phone call or texting.

Section 2. Funeral Leave

- a) Employees shall receive up to three (3) days for funeral or bereavement leave for parent, spouse, child, sibling, in-law, grandparent, step-sibling, step-parent, step-child, grandchild, domestic partner. Additional days, if needed, may be drawn from Paid Leave bank (Article 12 Section 1. Paid Leave Days).
- b) All indicated use limits may be extended by the Superintendent or designee upon the Employee's written request.
- c) Employees may be granted time off with pay to attend funerals of non-family members, and such time shall be charged to the employee's paid leave bank.

Section 3. Jury Duty

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

Article 13 **Holidays**

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

New Year's Eve Day
New Year's Day
Memorial Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

- b) If school is held on any of the above days, a compensatory day will be given.
- c) If a Driver is on approved leave (i.e., FMLA, and approved unpaid leave) on any of the above-named holidays, the employee shall not have that day charged against their allowable sick leave.
- d) Employees granted extended time off (i.e., paid/unpaid leave of absence or FMLA) are eligible for Holiday pay.

Article 14
Act of God Days

- a) On days when school is not in session due to an Act of God, employees shall not report to work and shall suffer no pay loss (i.e., receive normal days' pay with regular and biddable runs) for days not made up to satisfy funding under the State School Aid Act. If the Employer agrees to any additional compensation for any other employee group, the Employer will also apply that same benefit to Drivers.
- b) Best efforts will be made to notify Drivers no later than 5:30 am on the day of an emergency school closure.

Article 15
Insurance

- a) In compliance with the Affordable Care Act, the Board offers to any Driver health insurance that is available to other District personnel at the single subscriber rate and that the full cost of the insurance be paid by Driver. The Employer will payroll deduct the full amount of health insurance premiums for those employees who desire such insurance coverage.
- b) Drivers have the option to put part or all of each year's salary increase toward their hospitalization insurance premium.
- c) The Employer shall pay the total premium for each employee covered by this Agreement for a ten-thousand-dollar (\$10,000.00) term life insurance.

Article 16
Miscellaneous

Section 1. Tax-Deferred Annuities

The Employer will payroll deduct premiums for variable tax-deferred annuities solely paid by

the employee and will remit the premiums to the designated insurance company.

Section 2. Deductions

The Employer will make available to employees covered by this Agreement any payroll deduction services that are available through the District, e.g., savings bonds, credit union.

Section 3. Continuing Education

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

Section 4. Driver Qualifications and Preparedness

- a) Bus Drivers shall be required to pass an annual or biannual physical examination to be eligible to drive a bus. The cost of the exam will be paid by the Employer. Examinations will be conducted by a qualified health examiner selected by the Employer.
- b) Bus Drivers shall obtain the appropriate chauffeur's and commercial driver's license, as issued and approved by the State of Michigan before allowed to operate a school bus.
- c) Drivers will receive their hourly pay rate for road tests and the full cost of bus recertification tests, paid by the Employer or reimbursed to the employee upon submission of a receipt.
- d) Upon presentation of an updated chauffeur's license (CL) or commercial driver's license (CDL) and fee receipt, the District will reimburse the Driver for the CL and CDL renewal fee.

Section 5. Expense Allowance

- a) Upon submission of expense receipts, the Driver will be reimbursed per Board Policy for all actual, reasonable expenses incurred while driving a trip, such as meals, and lodging when required.
- b) Upon submission of expense receipts, the Employer shall also reimburse the employee the cost of any ticket for entry to an event in which the Driver is required to pay the cost of admission.

Section 6. Breakdown Time

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

Section 7. Driver Complaints

Complaints about Drivers shall be put in writing stating the nature of the complaint and the name of the complainant), with one (1) copy to the Driver, one (1) copy to be put into the Driver's file with one (1) copy to a Co-Steward.

Section 8. Trip Sheets

The Driver shall retain one (1) copy of requisitions/trip sheets, with one (1) copy to the teacher after approval, and one (1) completed form to the Transportation Supervisor.

Section 9. Distribution of Checks

Wages of all Bus Drivers will be paid in twenty-one (21) bi-weekly installments through direct deposit. Pay stubs are available within each employee's attendance account and may be printed upon request.

Section 10. Absence of Driver

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

Article 17 **Grievance Procedure**

Section 1. Definitions

- a) The term "grievance" means any dispute between the Employer and the Union, or any employee represented by the Union, as to the interpretation or application of this Agreement, or as to any alleged violation of this Agreement by either party, provided that the dispute does not involve a change in, addition to, or subtraction from the Agreement.
- b) The term "workday" means 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 about alleged safety hazards may be processed directly to Step Three after the employee orally discussed the grievance with the Transportation Supervisor.
- e) Any grievance not appealed within the specified time limits in that Step level shall be considered settled based on the decision rendered at the previous Step level. If the Employer fails at any Step level to communicate the written grievance decision to the Union within the time limits for that Step level, the Union will have five (5) workdays 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) work days of the occurrence of the condition giving rise to the grievance, or within five (5) work days of the date it is reasonable to assume that the employee first became aware of the condition(s) giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union to know before that date that there were grounds for such a claim, the grievance shall not no longer be considered a

grievance.

Step One – Transportation Supervisor

- a) Any employee having a grievance shall orally discuss the grievance with the Transportation Supervisor in the presence of the Co-Steward.
- b) If the grievance is not settled, the Co-Steward may submit the grievance to the Transportation Supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based as well as the specific Agreement provisions allegedly violated. The employee and the Co-Steward shall sign the grievance.
- c) The Co-Steward and employee shall meet with the Transportation Supervisor to discuss the grievance within five (5) workdays of its written submission to the Transportation Supervisor.
- d) The Transportation Supervisor shall give his/her written grievance decision within ten (10) workdays of meeting with the Co-Steward and employee.

Step Two – Superintendent

- a) If the Transportation Supervisor's decision is not satisfactory, an appeal shall be presented in writing to the Superintendent within five (5) workdays from receipt of the Transportation Supervisor's decision. The Superintendent shall meet with a Union Business Representative, the Co-Steward and the employee at a mutually agreeable time. The appeal shall be in writing and shall state the reason(s) why the Transportation Supervisor's decision was not satisfactory.
- b) The Superintendent shall give his/her written grievance decision within ten (10) workdays of meeting with the Union's Business Representative, Co-Steward, and the employee.

Step Three – Mediation

If the Superintendent's decision is not satisfactory, the Union may submit a written request to the Michigan Employment Relations Commission (MERC) for a mediator appointment within ten (10) workdays from receipt of the Superintendent's decision.

- a) The parties may mutually agree to waive mediation.
- b) If mediation is waived or if mediation does not resolve the issue, the Union may request binding arbitration by filing a written arbitration demand to MERC within thirty (30) calendar days of the mediation's conclusion or the parties' signed agreement to waive mediation. If this timeline is not met, the grievance shall be considered withdrawn.

Step Four – Arbitration

- a) If a timely written demand for arbitration is filed, MERC will provide the parties with a list of arbitrators. The parties shall select an arbitrator from the MERC-provided list by an

alternate striking of names. Either party may request a second and final list of arbitrators. The parties shall thereafter alternately strike the remaining names until a single name remains on the list. That remaining name shall be designated the arbitrator.

- b) The parties will alternate from one grievance to the next on the choice of striking a name first or second, with the Union having the choice on the first grievance submitted for arbitration.
- c) The arbitrator's authority has the following limits:
 - 1. The arbitrator shall have no power to add to, subtract from, change, or modify any provision of this Agreement but is limited solely to the interpretation and application of the Agreement's specific provision(s).
 - 2. The arbitrator shall not issue a decision on the merits of a grievance involving a prohibited or illegal bargaining subject.
 - 3. At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.
 - 4. The arbitrator shall have no authority to consider any claim for which there is another remedial procedure or forum established by law or regulation.
 - 5. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
 - 6. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from any back-pay award an amount equal to any compensation the grievant may have received from other sources during the applicable time.
 - 7. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
- d) The arbitrator's decision shall be final and binding upon the parties and shall conform to the Michigan Uniform Arbitration Act, MCL 691.1681et seq.
- e) Each party shall bear its own expenses in connection with the arbitration; however, the arbitrator's expenses and fees shall be borne equally by both parties.

- f) If a grievance, which has not been settled at any Step of the grievance procedure, is not appealed by the Union to the next succeeding Step within the time limit provided for appeal, the grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered by the Employer within the specified time limits at any step of the grievance procedure, the Union may advance the grievance to the next higher step of the grievance procedure by filing a timely appeal within the time allowed for appeal after the deadline for an answer.

Article 18

Scope, Waiver, and Alteration of Agreement

- a) No agreement, alteration, understanding, variation, waiver, or modification of any of the Agreement's terms, conditions, or covenants shall be made by any employee, or group of employees, with the Employer, unless executed in writing between the parties, and the same has been ratified by the Union.
- b) The waiver of any breach or condition of this Agreement by either party does not constitute a precedent in the future enforcement of the terms and conditions.
- c) If any Agreement provision, is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of the provision is restrained by such tribunal, the remainder of this Agreement shall not be affected. The parties will enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision to the extent permitted by law.
- d) An emergency financial manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate this Agreement as provided in that Act.

Article 19

Termination and Amendment

- a) This Agreement is binding on the parties upon ratification and shall continue in full force and effect until **June 30, 2027**.
- b) This Agreement is the result of extensive negotiations in which both parties had the right and opportunity to submit proposals and to negotiate those proposals with the other party. This Agreement sets forth the parties' full understanding about its contents. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.
- c) If either party desires to amend this Agreement it shall require ninety (90) calendar days' written notice of amendment and shall set forth the nature of the amendment(s) desired. If a 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 a notice of termination. Any amendment that may be agreed upon shall become and be a part

of this Agreement without modifying any other terms of this Agreement.

- d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, by either party, to any address the Union or the Employer may make available to each other.

Article 20

Summer Migrant Program

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

- a) Summer Migrant driving will be bid out each year and filled by seniority bidding.
- b) Minimum of four (4) hours for daily a.m./p.m. runs.
- c) Migrant Bus Driver Wages shall be paid using the Board-adopted Migrant (Federal Compensation) pay scale.
- d) Migrant Drivers will be used first for Migrant Program field trips, and then other unit members, by seniority.

Article 21
Transportation Salary Schedule

LEVEL	Van	Bus
Probation: 60-90 days	\$16.01	\$16.49
1	\$16.45	\$16.94
2	\$16.78	\$17.28
3	\$17.11	\$17.63
4	\$17.46	\$17.98
5	\$17.80	\$18.34
6	\$18.16	\$18.71
7	\$18.52	\$19.08
8	\$18.89	\$19.46
9	\$19.27	\$19.85
10	\$19.66	\$20.25
11	\$20.05	\$20.65
12	\$20.45	\$21.07
13	\$20.86	\$21.49
14	\$21.28	\$21.92
15	\$21.70	\$22.35
16	\$22.14	\$22.80
17	\$22.58	\$23.26
18	\$23.03	\$23.72
19	\$23.49	\$24.19
20	\$23.95	\$24.67
21	\$24.19	\$24.92
22	\$24.43	\$25.17
23	\$24.68	\$25.42
24	\$24.92	\$25.67
25	\$25.17	\$25.93



**Agreement Between Eau Claire Public Schools
and the
Teamsters Local 214
Bus and Van Driver Bargaining Unit**

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

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

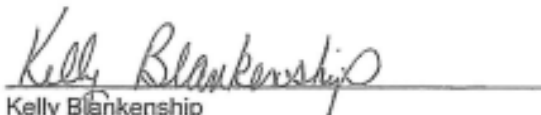

Ann Marie Cluff
Superintendent

Teamsters Local 214
Bus and Van Driver Bargaining Unit
2285 Trumbull Ave.
Detroit, MI. 48216


Marty Bingaman
Business Agent, Teamsters 214


Don Geisler
Board of Education President


Nicole Hess
Bus and Van Driver Union Steward


Kelly Blankenship
Board of Education, Vice President

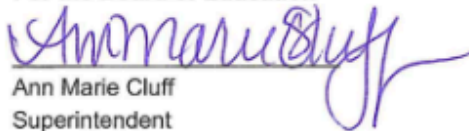

Marlene Burbach
Board of Education, Secretary

Letter of Agreement
Board of Education of the Eau Claire Public Schools
and
Teamsters Local 214

The Board of Education (Board) of the Eau Claire Public Schools (District) and Teamsters Local 214 (Union) agree as follows:

1. On March 27, 2024, representatives of the Board and the Union signed a Tentative Agreement for a new Collective Bargaining Agreement which stated in paragraph 1 that the 3-year contract was "effective upon ratification by both parties, expiring June 30, 2027."
2. Article 19 (a) of the Collective Bargaining Agreement states: "This Agreement is binding on the parties upon ratification and shall continue in full force and effect until June 30, 2027."
3. The Union ratified the Collective Bargaining Agreement on April 10, 2024 and the Board ratified the Collective Bargaining Agreement on April 15, 2024.
4. Notwithstanding the "effective upon ratification" language in the Tentative Agreement and Article 19 a) of the ratified Collective Bargaining Agreement, the Board and the Union state their mutual intent and agreement that the Collective Bargaining Agreement instead become effective at 12:01 am on July 1, 2024.
5. All other terms and conditions of the parties' Collective Bargaining Agreement remain in place and are not affected by this Letter of Agreement.
6. This Letter of Agreement expires on July 2, 2024.

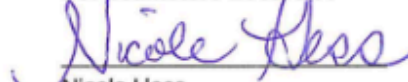
For the Board of Education


Ann Marie Cluff
Superintendent

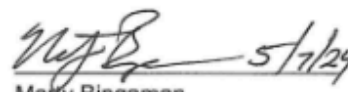
May 7, 2024


Darcy Ford
Transportation Supervisor

For Teamsters Local 214


Nicole Hess
Chief Steward

May __, 2024

 5/7/24
Marty Bingaman
Business Agent, Teamsters 214