AGREEMENT

between

HARPER CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION

7454 B Drive North
Battle Creek, MI 49014

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324

500 Hulet Drive
Bloomfield Township, MI 48302

TRANSPORTATION BARGAINING UNIT

JULY 1, 2021 - JUNE 30, 2023

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AGREEMENT

This Agreement made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the "Employer", and the International Union of Operating Engineers, Local 324, hereinafter called the "Union".

ARTICLE 1

PURPOSE

(1.1) It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

(1.2) Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE 2

UNION RECOGNITION

(2.1) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

(2.2) The term "employee" as used herein shall include all regularly scheduled full-time and part-time employees working in the following classifications: Transportation/Bus Drivers, excluding administrators, guards and all others defined by PERA.

(2.3) ***Definitions:***

(a) A full-time driver is a driver hired by the Employer, and assigned to a regular route.

(b) A part-time driver is a driver hired by the Employer, and not yet assigned to a regular route. They fill vacancies when full-time drivers are not available.

(c) Probationary drivers are drivers who have not completed their probationary period as defined in Article 11 and who can be used as needed when no full-time or part-time drivers are available.

(d) Trainees are drivers who are in the process of being trained but have not yet met the legal requirements to drive a bus on their own.

ARTICLE 3

EMPLOYEE RIGHTS

(3.1) No seniority employee shall be disciplined; which shall include written reprimands, suspensions, demotions and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

(3.2) Nothing contained within this Agreement shall be construed to deny or restrict any employee rights and responsibilities he may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees thereunder shall be deemed to be in addition to those provided elsewhere.

(3.3) Upon request, an employee shall be entitled to have present a representative of the Union when the employee is required to attend any meeting which the employee reasonably believes may result in discipline, or disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary measure (i.e., suspension, discharge) requires the employee to immediately leave school district property (i.e., suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with a Union representative before leaving the premises if the Employer determines that allowing the meeting on school property would not create or perpetuate a safety concern or cause undue disruption. The Employer shall make available an area where this may occur.

(3.4) Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Materials, which by law must remain in personnel files, will not be considered for purposes of discipline or discharge after four (4) years.

(3.5) Any case of assault upon an employee occurring while the employee is at work or is engaged in a work-related activity shall be promptly reported to the employee's immediate supervisor by the employee. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities by allowing an employee administrative leave of up to eight (8) hours for necessary activities connected with the assault (i.e., medical appointments, court, etc.).

(3.6) Employees have the right to review the contents of their personnel file, in accordance with the Bullard-Plawecki Employee Right to Know Act 397 of 1978, and to have a representative of the Union accompany him in such review.

ARTICLE 4

UNION RIGHTS

(4.1) The Union shall have the right of access to the school mails to distribute Union material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Union of any alterations prior to implementing them.

(4.2) The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such, and shall be responsible for the proper operating of all such equipment. The Union shall assume the liability for any damage to equipment or facilities occasioned by its use of the same. Prior to use of school facilities, the Union shall complete and submit a Building Use Form. Union members may not use school computers (i.e., email, internet, technology, hardware or software) equipment without agreeing to and signing the District's Acceptable Use Policy.

ARTICLE 5

STEWARDS

(5.1) Employees shall be represented by designated Co-Stewards, whose identity shall be made known to the Employer.

(5.2) The designated Co-Stewards during his/her working hours, without loss of time or pay, presents grievances to the Employer, after arrangements have been made with their supervisor, such arrangements shall not unreasonably be withheld. This privilege shall not be abused.

(5.3) If negotiation meetings occur during the regular working hours of the Co-Stewards, they will receive their regular rate of pay for time in attendance. No payment will be made for attendance at any negotiating session which takes place before or after their regular working hours.

(5.4) The Employer shall permit up to two (2) working days per school year of released time without loss of pay for the handling of Union business, meetings, and conferences. All days to be used must be submitted in writing to the Superintendent at least forty-eight (48) hours prior to the requested leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

ARTICLE 6

MANAGEMENT RIGHTS

(6.1) The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education or powers which have been properly exercised by it shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement, shall include, by way of illustration, not by way of limitation, the right to:

(a) Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;

(b) To continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work, and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

(c) The right to determine the size of the workforce, direct the workforce, including the right to hire, lay-off, promote, assign work or extra duty, and transfer employees according to the operational needs of the Employer. It remains with the discretion of the Employer to discipline, suspend and discharge employees for just cause in accordance with appropriate due process.

(d) Determine the services, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;

(e) Adopt reasonable rules and regulations including those governing the conduct of employees in the work place, subject to Union review;

(f) Determine the qualifications of employees, subject to the Union's right to grieve.

(g) Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

(h) Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

(i) Determine the financial policies, including all accounting procedures, and all matters

pertaining to public relations;

(j) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

(k) Determine the policy affecting the selection, testing or training of employees.

(6.2) The Board recognizes that this Agreement sets forth limitations of the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE 7

GRIEVANCE PROCEDURE

(7.1) ***Definitions:***

(a) A Union grievance is a difference between the Employer and the Union, which involves an employee or group of employees, and concerns working conditions or the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.

(b) An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

(c) The time elements in the steps can be shortened or extended by mutual written agreement.

(d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, when school is in session, excluding all paid holidays.

(e) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance 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 conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union 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) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Steward at an agreed upon time.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

Step Two

(a) Any appeal of a decision rendered by the supervisor shall be presented in its written form within five (5) working days of the date of receipt of the written decision of the supervisor. The appeal shall state the reason why the decision of the supervisor was not satisfactory.

(b) The superintendent or his designee shall meet with the Business Representative of the Union, the Chief Steward, and the grievant at a time mutually agreeable to them, but no later than ten (10) calendar days following receipt of the appeal.

(c) The Superintendent or his designee shall then give his decision in writing to the Business Representative of the Union, or his designee, within five (5) working days of the meeting.

Step Three

(a) If the grievance is not resolved through Step 2, then the parties shall within ten (10) days of the Unions receipt of Superintendent or designee's Step 2 answer, request the assistance of a Michigan Employment Relations Commission (MERC) mediator. Such mediation will commence as soon as possible. The Superintendent or designee and the Union may mutually agree to waive mediation. If the mediation results in a satisfactory settlement, then the parties shall reduce it to writing. If no settlement is reached, the grievance shall proceed to the next step in the procedure.

Step Four

(a) If the appealing party is not satisfied with the disposition of the grievance by the superintendent or his designee, then the grievance must be submitted to arbitration within twenty (20) calendar days from the date of receipt of the decision rendered by the superintendent or his designee. The arbitration demand must identify all issues submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party by a filed request to the American Arbitration Association.

(c) A list of impartial arbitrators will be requested, and an arbitrator will be chosen by each party alternately striking names. The remaining arbitrator will hear the issue.

(d) The Union or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

(g) The arbitrator shall render his decision in writing.

(h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union.

ARTICLE 8

VACANCIES, TRANSFERS, AND PROMOTIONS

(8.1) A vacancy shall be defined as a newly created bargaining unit position, or a present position in the bargaining unit that is not filled due to resignation, death, retirement, or discharge, but that the Employer intends to fill.

(8.2) All vacancies shall be posted in a conspicuous place in Transportation Lounge for a period of five (5) work days. Said posting shall contain the following information:

(a) Type of work;

(b) Location of work;

(c) Starting date;

(d) Rate of pay;

(e) Hours to be worked;

(f) Classification and category;

(g) Position qualifications.

(8.3) Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer agrees to notify the Union representatives in writing of any

vacancies occurring during the summer months. The Employer shall notify employees of vacancies by emailing vacancies to current District staff and by posting vacancies on the District's website employment link. Probationary employees will not have the right to bid on vacant routes; however, Probationary employees may sign bids for the purpose of showing interest and may be assigned a route if no non-probationary driver bids on the route. Routes being driven by probationary employees who complete their sixty (60) day probation period while assigned to that route will be reposted at the completion of the driver's probationary period.

(8.4) Vacancies in the transportation positions shall be filled through bidding and shall be awarded on the basis of seniority.

(8.5) Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the most senior qualified applicant, subject to the Union's right to grieve. Each applicant and Union Steward shall be so notified. In the event of unforeseen circumstances, an additional five (5) work days will be added.

(8.6) If a bargaining unit member is absent for, other than approved FMLA leave, a period exceeding thirty (30) work days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article, said posting will be posted on the twenty-fifth (25^{th}) work day of the absence, and will be posted for a period of five (5) days. A bargaining unit member returning to work, whose position has been declared vacant according to this paragraph, shall be permitted to bump an employee having lesser seniority in the category of the returning bargaining unit member.

(8.7) If a bargaining unit member is transferred to a non-bargaining unit position with the School District for a period of up to six (6) months and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-Union position to which he was transferred. Employees transferred under the above circumstances, shall retain seniority rights, as described above, for only the six (6) month period.

ARTICLE 9

NEW JOBS

(9.1) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job, which has been placed into effect, upon the institution of such job.

(9.2) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in

writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become part of this Agreement.

ARTICLE 10

WORK SCHEDULES, DUTIES, AND COMPENSATION

(10.1) The work schedule of each classification covered by this Agreement shall be as set forth in Schedule A of this Agreement.

(10.2) Compensation for classifications covered by this Agreement shall be as set forth in Schedule B of this Agreement.

(10.3) ***Overtime Compensation***

(a) Time and one-half (1-1/2X) shall be paid for all hours worked over forty (40) hours in one (1) week.

(b) Time and one-half (1-1/2X) shall be paid for all hours worked on Saturdays. Double time (2X) shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.

(c) Bargaining unit members shall be paid overtime at the appropriate rate (regular or field trip).

(10.4) Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Union shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

ARTICLE 11

SENIORITY

(11.1) New employees hired into the bargaining unit shall undergo a probationary period of sixty (60) work day's probation, and after thirty (30) work days, will be eligible for field trip assignment. Upon completion of this probationary period, the employee shall obtain seniority status retroactive to the first date of their probationary period, and his/her name shall be entered upon the seniority list. "Work day" shall be defined as completing a regular run, or a portion of a regular run, or completing a field trip. No more than one (1) work day may be accrued on a given calendar day.

(a) Probationary employees shall be represented by the Union for all purposes under this Agreement during the probationary period, except that the termination or evaluation of such probationary employee shall not be subject to the Grievance Procedure.

(b) Leave day credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Agreement.

(c) There shall be no seniority among probationary employees.

(d) Probationary drivers shall be placed on the rotation list by seniority for field trips at the completion of their thirtieth (30^{th}) work day.

(11.2) Seniority shall be defined as length of service included in this bargaining unit. Accumulation of seniority shall begin on the employee's first (1^{st}) working day, as described in Section (11.1) above. In the event two (2) or more employees begin work on the same day, a driver(s) hired with all credentials (current CDL, appropriate endorsements, etc.) will obtain the first seniority date. If two (2) or more employees are hired with all credentials, seniority shall be determined by lot. Thereafter, seniority shall be in order of when the road test was passed. If two (2) or more employees pass the road test on the same date, seniority is determined by lot.

(11.3) The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Union by November 1^{st}. The Union shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive. A current member list shall be provided to the Union one (1) time per school year and within four (4) weeks of such request. The member list provided shall contain name, address, date of hire, classification, seniority date, and the employees' current rate of pay.

(11.4) Seniority shall be lost if the employee:

(a) Voluntarily quits;

(b) Is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement;

(c) Is absent for two (2) consecutive working days without notifying the Employer, except when an emergency prohibits such notification. After such absence, the Employer shall send written notification to the employee at the last known address scheduling a pre-termination conference to determine whether the employee had been absent for two (2) consecutive work days without notifying the Employer. If the employee fails to appear at the conference, or is unable to establish the existence of an emergency prohibiting Employer notification, the Employer may thereafter send written notification to the employee at the last known address that the employee has lost seniority, and that the employee has been terminated. A copy of such notice will be provided to the Union;

(d) Does not return to work when recalled from lay-off, as set forth in the recall

procedure;

(e) Does not return from sick leave or other leave of absence;

(f) Retires;

(g) Otherwise terminates his employment relationship with the Employer; or

(h) Is laid off and is not recalled to work within two (2) years from the time of lay-off.

(i) Driver's license is revoked or suspended by the State of Michigan

(j) Operator's license is expired.

ARTICLE 12

REDUCTION IN WORK FORCE

(12.1) In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

(12.2) No bargaining unit member shall be laid off pursuant to a reduction in the work force, unless the bargaining unit member is notified of said lay-off thirty (30) calendar days in advance.

(12.3) In the event of a necessary reduction in a job category, the Employer shall first lay-off probationary employees within that category, provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off.

In no case shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position.

(12.4) ***Recall to Same Category***

(a) Laid off bargaining unit members possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings or vacancies. The Employer will not initiate recall until the retained employees are restored to their previous positions.

(b) Notices of recall shall be sent by certified or registered mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.

(c) A recalled employee shall be given five (5) calendar days from receipt of notice

(excluding Saturdays, Sundays and holidays) to report for work. The Employer may fill the open position on a temporary basis until the recalled employee reports to work within the same five (5) calendar day period.

(d) Bargaining unit members recalled to a position of an equivalent number of hours, in a category where the bargaining unit member is qualified and possesses sufficient seniority, are obligated to take said work. A bargaining unit member who declines recall to work shall forfeit his seniority rights and shall be considered a quit.

(e) Bargaining unit members on lay-off status shall accrue seniority during the period of lay-off in the category from which the bargaining unit member was laid off. Upon recall, the bargaining unit member shall continue to accrue seniority only in the category of his assignment.

(12.5) ***Recall Notices***

It is the bargaining unit member's responsibility to keep the business office informed of the bargaining unit member's current telephone number and address, or of any change in telephone number and/or address, within three (3) working days of such change. In the event a bargaining unit member fails to comply with this procedure, the Employer shall not be obligated to recall the bargaining unit member until such time as correct information is submitted. Further, the Employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the bargaining unit member.

(12.6) A laid off bargaining unit member shall, upon application and at his option, be granted priority status to fill any temporary vacancies which occur in the category from which he was laid off. Bargaining unit members exercising this option will be paid at the rate of the position they fill, or the rate of pay they received at the time of lay-off, whichever is lower.

(12.7) A laid off bargaining unit member shall, upon application and at his or her option, be granted priority status on the substitute list for the category from which he/she was laid off. Bargaining unit members serving as substitutes in this capacity, shall be paid at the regular substitute rate.

(12.8) During a lay-off, laid off employees in the Bus driver category shall be allowed to continue to participate in field trip assignments on a rotation basis.

ARTICLE 13

FRINGE BENEFITS

Bus Drivers

(13.1) Bargaining unit members in the Transportation classification working twenty-five (25) or more hours per week will be entitled to enroll in an optical insurance program (family coverage). All bargaining unit members working less than twenty-five (25) hours per week shall become

eligible for family optical coverage on the first open enrollment period after his/her fifth (5^{th}) anniversary date. All bargaining unit members in the Transportation classification shall be entitled to group term life insurance in the amount of fifteen thousand dollars ($15,000.00) with AD&D.

All Transportation

(13.2) The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

(a) It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan, and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

(b) Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder, and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

(c) It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article, and other payments as may be authorized by the Cafeteria Plan, during the period of a bargaining unit member's eligibility for participation in that Plan, and for fringe benefit plan enrollment under this Agreement.

(d) In the event that an eligible bargaining unit member waives medical coverage under the Cafeteria Plan, and thereby elects to receive additional compensation pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code, or within the meaning of Section 1224 of the Revised School Code, shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

(13.3) ***General Conditions of Fringe Benefits***

(a) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first (1^{st}) day of the month following the month. The employees became eligible as described in 13.1.

(b) The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) of the Master Contract held by the policyholder.

(c) Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(d) All employees hired after August 1, 1992, working less than twenty-five (25) hours per week, and/or thirty-six (36) weeks per year, shall not be entitled to any fringe benefits during their first five (5) years of employment. They would become eligible on the first open enrollment period after their fifth (5^{th}) anniversary date.

ARTICLE 14

PAID LEAVES OF ABSENCE

(14.1) The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of a timely notification by the employee, the Employer's records shall be considered conclusive.

(14.2) Sick leave shall accrue as follows:

Bus Drivers

Each bargaining unit member in the bus driver classification shall be credited with seven (7) sick days each school year, and a maximum accumulation of sixty (60) days.

(a) Bus drivers who have reached the maximum accumulation, and who have not utilized their allotment of sick days in a given school year, shall be paid sixty-five percent (65%) of their current rate of pay for every day in excess of the maximum. Bus drivers with perfect attendance (no sick leave used on days while school is in session) will receive a three hundred dollar ($300) stipend to be paid in the last pay period of the school year. Bus drivers with 1-2 sick leave absences while school is in session will receive one hundred fifty dollars ($150.00) stipend to be paid on the last pay period of the school year. Sick leave used for approved Family Medical Leave and/or to supplant a snow day cannot be used to disqualify an employee from this bonus.

(b) Any bus driver employee who retires from the Harper Creek Community School District and is eligible in accordance with the Michigan Public School Employees Retirement System, or in the case of death, shall be eligible for payment of sixty-five percent (65%) of the accumulated sick leave at the employee's prevailing rate.

(14.3) Utilization of sick leave shall be subject to the following conditions:

(a) The employee may use all or any portion of his/her sick leave to recover from his/her own illness, a spouse or dependent children living in same household.

(b) The eligible employee may use his leave for the purpose of attending to illness of an immediate family member as defined in the provisions of the Family and Medical Leave Act.

(c) The District may require medical documentation concerning the health of an

employee if the District suspects such leave is being abused based on the employee's excessive absenteeism or a pattern of absenteeism. The required documentation will be provided by the employee at their expense.

(14.4) Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the bargaining unit member's accumulated sick leave.

(14.5) If the bargaining unit member has initiated a claim for Worker's Compensation, but the validity of the claim has not been determined, or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the School District for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal leave accumulation.

(14.6) ***Funeral/Bereavement Leave***

The employee shall be granted three (3) paid leave days, and with notification, can use a maximum of five (5) days per death in the immediate family with Superintendent approval. "Immediate Family" shall be defined, for purposes of this section, as spouse, significant other, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, any legal dependents, and anyone living in the same household.

The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

Additional leave may be granted in special cases, such as for travel time. This time shall be granted without pay, only by approval of the Employer, unless the employee elects to use sick leave time for the aforementioned. Should a holiday fall during a bereavement leave, it will not extend the bereavement leave allowed.

Unused funeral/bereavement leave shall not be cumulative.

For a funeral involving a present or former employee, or where the employee serves as a pallbearer, the bargaining unit member will be allowed up to four (4) hours to attend. The bargaining unit member, in such circumstances, will make up lost time with an equal amount of compensatory time, or elect to utilize unused sick leave. The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day.

This leave shall be used within 30 days of the death of the family member unless given

special permission by the superintendent or designee.

(14.7) ***Personal Business Leave***

(a) At the beginning of every school year, bus drivers shall be credited with two (2) personal business leave days.

(b) Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.

(c) A bargaining unit member planning to utilize a personal business day or days shall notify his supervisor at least two (2) days in advance, except in cases of emergency.

(d) A personal business leave shall not be granted on the opening or closing days of school, within the first two (2) weeks of school, the last two (2) weeks of school, nor on the day prior to or following a holiday or school break, unless an emergency exists and utilization is approved by the bargaining unit member's immediate supervisor.

(e) Personal business leave shall be available for the practice of individual religious preferences.

(f) Personal business days may be used during spring break. At the end of each contract year, all unused personal business leave days shall be credited to the employee's accumulated sick leave.

(g) The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day to no more than two (2) members. During the first twenty (20) days of school and during high field trip season (last two (2) weeks in April and all of May) the Employer reserves the right to limit the number of absent members for this reason to one (1).

(14.8) ***Jury Duty and Subpoenas***

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his full compensation for such time, provided the employee shall remit all witness and juror fees (excluding meals and mileage and expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Union and the Employer will be exempted from this section. Employees concluding jury duty or required court service prior to the end of the work day are required to return to work, unless otherwise authorized by the employee's supervisor.

(14.9) ***Holidays/Vacations***

(a) Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in paragraph (b).

(b) The following holidays shall be considered as paid holidays:

Thanksgiving	2 days (day of and after)
Christmas	3 days
New Year's	2 days (day of and before)
Monday of Spring Break	1 day
Memorial Day	1 day
Labor Day	1 day

(c) When a holiday is observed by the Employer during a bargaining unit member's scheduled vacation, the holiday will not be considered as a vacation day. Any bus driver employee in the Transportation classification working a bid run during the summer months, shall receive one (1) paid holiday for July 4th.

(d) If holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.

(e) In order to receive holiday pay, a bargaining unit member must work their entire shift before the holiday and their entire shift the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

ARTICLE 15

UNPAID LEAVES OF ABSENCE

(15.1) A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied or extended at the sole discretion of the Employer (except where leave is required to be granted to an employee eligible under the Family and Medical Leave Act), upon written request for such leave by the employee, who shall state the reason for the leave and its requested duration. Only employees who have one (1) or more years of seniority may be granted an unpaid leave of absence.

(15.2) Any extension requests shall be submitted in writing to the Employer, prior to the expiration of the time of the original leave period.

(15.3) Leaves requested due to illness or disability must be accompanied by a medical certification that the employee is unable to work, and the physiological and/or psychological reason(s) therefore, medical statements shall be by a medical doctor (MD) or a doctor of osteopathy (DO).
The Employer shall have the right to independent medical verification at the time of the leave request, and/or before the employee is permitted to return to work (at the Employer's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion.

(a) Medical leaves may be extended for a period of time necessary for complete

recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.

(b) Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act). However, exceptions to this requirement may be jointly agreed upon by the Union and the Employer.

(c) All leave requests shall state the exact date on which the leave is requested to commence, and the exact date on which the employee is to return to work, subject to approval of the Employer.

(d) During an unpaid leave of absence:

(1) The employee may not seek work elsewhere unless agreed to by the Employer.

(2) The employee must take leave for the reason so stated on the application.

(3) Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer.

The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return.

(4) Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Employer.

(5) Failure to comply with 1-4 (above) may lead to disciplinary action, to and including loss of seniority and discharge, subject to the Grievance Procedure, except for probationary employees.

(15.4) Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a one (1) year extension of this leave. During said leaves, seniority shall continue to accumulate, but salary schedule experience credit shall remain frozen.

(15.5) Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken and at the prevailing rate of pay for that job, subject to all provisions of the Agreement.

(15.6) Compliance with the above standards shall be regarded by the parties as restoration to an equivalent position, for purposes of the Family and Medical Leave Act.

(15.7) To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. The District reserves the right to require that employees substitute paid sick leave for FMLA leave, such that any FMLA leave and sick leave run concurrently instead of consecutively.

ARTICLE 16

CONTINUING EDUCATION

(16.1) Employees who are required to take specific high school or post-secondary courses or job-related training, shall be fully reimbursed for cost of registration/tuition, books, lodging, mileage, and other costs incurred. Mileage will be paid at the IRS standard in effect at that time.

(16.2) Employees participating in Adult Education Programs or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office, and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which maintain or improve skills required in the member's current employment, or meet the requirements imposed by statute, administrative regulation and/or this Agreement for the member's retention of a position in his seniority classification.

(16.3) All training, in-service or state required training shall be paid at the employee's hourly wage rate for time spent in such training. If the training program is not conducted on a School District site, or in a School District facility, the District will provide either transportation to the site or facility of training, or mileage at the IRS standard rate as reimbursement for use of a personal vehicle to travel to and from the site or facility. Employer will have the right to approve location of any training outside the District.

(16.4) The District will provide eight (8) professional development hours each year to be aligned with teacher professional development days. Such time will be paid at the employee's current rate of pay.

ARTICLE 17

SCHOOL CLOSING

(17.1) When the Employer determines to close school(s), reasonable efforts shall be made to make such public announcements prior to 6:00 a.m. It should be noted that there may be extenuating circumstances that may not allow this time to be complied with. The Employer makes every attempt

to notify employees prior to 6:00 a.m.

(17.2) Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law. All time lost after two (2) hours shall be made up, or the employee will not be paid.

(17.3) "School Year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay. Drivers shall receive pay for up to two (2) snow days each school year that school is cancelled and not made up, additional snow days shall be paid when made up.

(17.4) Bus Drivers have the option of utilizing sick or personal days to receive pay for snow days in excess of the two (2) district paid snow days. The request for using sick or personal days must be made within the same pay period as the snow day. The time must be available in their paid leave banks.

(17.5) In the event that bus runs are delayed due to fog, ice, snow, or other inclement weather conditions, the Administration shall telephone a designated person in the Transportation Department by 6:00 a.m. to advise him of the delay.

(17.6) If an employee drives any portion of an AM or PM route, they are guaranteed pay for the entire AM or PM route.

ARTICLE 18

RESIGNATION

(18.1) An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit, in which case at least ten (10) working days prior to the effective date of the resignation.

(18.2) Any employee who discontinues his services, in accordance with the above section, does not forfeit his right to all severance payments required by this Agreement.

ARTICLE 19

SPECIAL CONFERENCES

(19.1) Representatives of the Employer and the Union, by mutual agreement, may meet from time to time for the purpose of reviewing the administration of the contract, or any other subject which shares a community of interest, and to resolve problems which may arise. The meetings shall not

occur more frequently than one (1) work day in a one (1) month period. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering the topics to be discussed.

(19.2) There shall be three (3) copies of any final agreement. One (1) copy shall be retained by the Employer and two (2) by the Union.

ARTICLE 20

WORK RULES

(20.1) The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

(20.2) New work rules shall be given to the Union Representative or his (designee) at least thirty (30) calendar days prior to the effective date of the work rule to be established. The Union may, during the above time frame, either request a meeting for clarification of the rule, or in the alternative, grieve its reasonableness. If there is not action taken in accordance with the above time frame, then the rule shall become effective after satisfying a ten (10) calendar day posting requirement.

(20.3) Upon the execution of this Agreement, all bargaining unit members shall be given a copy of existing work rules. Newly hired employees shall be given a copy on or before completion of their probationary period.

ARTICLE 21

BARGAINING UNIT WORK

(21.1) Employees of the Employer not covered by this Agreement shall not perform work within the bargaining unit except in cases of training, experimentation, or in cases of documented emergencies. This does not limit the Employer's rights under PA 112.

(21.2) The Employer shall be allowed to secure the services, as needed, of substitute employees. Such employees shall be used for the purpose of replacing personnel on sick leave, leave of absence, or vacations. Substitute employees shall be paid at a rate not to exceed the probationary rate of the position he replaces. Substitute employees shall accrue no rights under this Agreement. Substitutes may not be used when other bargaining unit employees are available to fill the vacancy.

ARTICLE 22

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

(22.1) This Agreement shall be binding upon the parties hereto. No agreement, alteration,

understanding, variation, waiver or modification of any of the terms and conditions contained herein shall be made by any employee or groups of employees with the Employer.

(22.2) 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 and conditions herein.

(22.3) If any provision of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision 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 for the purpose of arriving at a mutually satisfactory replacement for such provision if not prohibited by law.

ARTICLE 23

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight June 30, 2023. It may be extended by the written agreement of the parties. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60), nor more than ninety (90) days prior to June 30, 2023.

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

HARPER CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION
7454 B Drive North
Battle Creek, MI 49014

Rob Ridgeway
Superintendent

Beau Bess
President

Tim Martin
Secretary

8/10/2021
Date

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

Douglas W. Stockwell
Business Manager

Kenneth D. Dombrow
President

Jeff McCarthy
Recording-Corresponding Secretary

8/16/21
Date

BG:srp/ufcw876

SCHEDULE "A"

WORK SCHEDULES

Bus Drivers

(1) ***Regular Hours***

The regular hours of work shall be Monday through Friday, based upon the regular routes established by the Employer. Each route shall be paid a minimum of one (1) hour, plus an extra fifteen (15) minutes for morning, afternoon, and noon runs, for the performance of responsibilities, including: fueling the bus, cleaning the inside of the bus, completing checklist and pre-trip, cleaning windshield, rear windows and mirrors.

(a) A driver may request that administration and steward ride his/her bus to check the allotted run time once a semester, if there is disagreement as to the amount of allotted time. A driver may request a check of his allotted run time if the number of stops increases by four (4) or more on his run.

(b) Employees shall be paid at the regular rate per hour for all time required for attending meetings called or scheduled by the Employer, unless otherwise specified in this Agreement.

(c) During the first two (2) weeks of a new school year, employees shall be paid at the regular rate per hour for extra time during their regular run in excess of ten (10) minutes.

Starting with the third (3rd) week of a new school year, employees shall be paid at the regular rate per hour for extra time during their regular run in excess of fifteen (15) minutes.

(d) Any employee scheduled or reporting for a field trip (defined as any scheduled bus trip other than a regularly scheduled morning, noon or afternoon run) shall be paid for a minimum of two (2) hours at the regular field trip rate of pay.

(e) Work Shift Absence – An employee who is going to be absent must call in at least one (1) hour prior to their AM run and at least two (2) hours before their noon or PM runs or any extra runs including field trips. The District shall publish a telephone number for the employees to use for the above purposes.

(2) ***Regularly Scheduled Routes***

(a) A run shall be a regularly scheduled morning and afternoon run (in proper cases, exceptions may be made) or noon runs as established by the Employer during the academic school year. The administration reserves the right to consolidate, reschedule, reroute and temporarily reassign any bus runs on special days (i.e., parent/teacher conferences, exam days and other programs) or variances in the school calendar between Harper Creek and other School Districts.

(b) When the actual time driven on any run exceeds one (1) hour, the driver will be paid for actual time worked. In the event that a driver waives his opportunity to drive a rescheduled run, he will receive no pay and will be marked off the appropriate seniority list, missing his turn in rotation.

(c) A meeting shall be held at least one (1) week prior to the start of school, at which time the bus routes shall be posted setting forth the anticipated times.

(d) All routes shall be awarded on basis of seniority. An a.m. and p.m. corresponding route are defined as "one (1) route".

(e) Once a run is bid and awarded, employees cannot give up that run during the first four (4) weeks or the last four (4) weeks of the school year. Thereafter the employee cannot give up the run unless it follows the language on the contract under (4) route changes or the request is put in writing and the immediate Supervisor and the Union approve.

(f) Drivers are limited to one (1) noon route.

(1.1) ***Extra Runs***

(a) Extra runs are defined as any run posted other than regularly scheduled morning, noon, and afternoon runs.

(3) ***Driver Shortage***

(a) When there is a shortage of drivers and the need arises to consolidate runs, drivers driving the runs will each be paid for half of the time of the eliminated run time, either for high school/junior high, elementary, or both.

(b) On the first (1st) day a driver is absent from work with the appropriate notice as described in Schedule A(1)(e), an available part-time driver first and then a probationary driver will be offered an opportunity to drive that route. All routes will be driven by a driver covered by this Agreement who is not assigned to a permanent route with overlapping time. If a full-time or part-time driver is not available, then a probationary driver may be used and will be assigned that route until the regular driver returns.

(4) ***Route Changes***

In the event a route becomes split, changed or discontinued after the beginning of the school year, the following will apply:

(a) In the event a route is decreased by a total of fifteen (15) minutes or more, the driver on the route shall have the right to bump a less senior driver.

(b) In the event a route is increased by a total of twenty five (25) minutes or more, it shall be posted and awarded to the most senior driver indicating a desire to bump on the above-mentioned

route. The displaced driver shall have the right to bump a less senior driver.

(c) Any change of bus runs (with an accumulative total of fifteen [15] minutes or more on any route) shall be subject to notification to the affected employee and Union Steward(s) at least one (1) week prior to the change being made.

(d) When "Displaced Student Run" has changes because of the addition or subtraction of students, "students that are legally categorized as 'homeless'", the route will be posted quarterly. The dates of these changes will be established by the High School Marking Periods.

(5) ***Route Vacancies***

A driver who bids on a vacant route has twenty-four (24) hours after being offered the route to inform the Transportation Supervisor as to their acceptance or withdrawal from the route.

Drivers without a route and Probationary drivers must be available by phone to fill vacancies on school days between 6:00 am and 9:00 am and between 1:45 pm and 4:45 pm. If a driver declines a run or does not answer a call on two consecutive attempts to be called in shall forfeit their next turn in the field trip rotation. A driver that does not answer a call directly will be skipped and the next driver will be called. Drivers without a route and Probationary drivers will be allowed to give "unavailable dates" to management for consideration. These dates must be given at least one week in advance.

(6) ***Field Trips***

(a) The Employer shall post all field trips and extra runs at least three (3) working days in advance, and assign two (2) days in advance whenever possible, except in cases where the Employer is unable to give such advance notice. All field trips will be posted with a start time and anticipated return time. All field trips pay a minimum of two (2) hours, and will be awarded on the basis of seniority rotation. Two (2) hour trips in length of 65 minutes or less shall be paid at one hour of drive time and one hour of wait time. Trips sixty-six (66) and over shall be paid no less than two (2) hours of drive time.

If a trip remains available due to all drivers either refusing or having already been awarded a trip for that day, it shall be offered, by seniority, to any driver wanting a second trip. Said driver shall be marked off rotation for both trips. If still available, it may be offered to a probationary employee who has completed at least thirty (30) driving days, and the Employer thinks has enough time/experience. If trip is still available, it will be offered, by seniority, to drivers without loss of rotation on the list.

(b) Any field trip assigned on the same day as trip will be assigned by the rotation list. Drivers refusing a same day trip will not be charged. Only the driver(s) accepting the assignment will be charged. Trips having two (2) hours or less notice will be assigned by seniority from among the first available drivers. The same rules apply for charging as above. Drivers required to take an emergency trip will receive a ten dollar ($10.00) late call stipend.

(c) Whenever school vehicles are used for transporting equipment needed to support student activities or performances, the vehicle shall be driven by a certified bus driver, selected according to the seniority list for field trips. It shall be mandatory that the driver help load and unload the vehicle. This paragraph excludes athletic vans.

(d) When a field trip is cancelled, the driver will have the option of two (2) hours field trip drive pay, the next available field trip, reassignment to their regular route. Weather related cancellations are excluded from this provision, except for trips in progress. If the driver cancels out of a trip more than two (2) times per year, that driver will be checked off the rotation list for the next field trip posting. Documented emergencies are excluded

(e) With administration approval, a driver could have the option of taking another driver on a field trip if the field trip is longer than twelve (12) hours. The additional driver(s) would be assigned by the normal procedure for awarding field trips, and would be paid at the regular field trip rate. The Employer shall have the right to make assignments of this nature according to the foregoing procedures.

(f) Trailered equipment trips will be filled according to a master seniority rotation list. When drivers refuse trailered equipment trips, they will not be marked off the rotation list.

(7) ***Noon Runs***

(a) Noon runs created by the absence of the regular driver who may be on leave, will be assigned on the first (1st) day the vacancy occurs, in accordance with the seniority provisions of this Agreement, to the next senior driver who does not have a regular noon run assignment, and is willing to take the run. In the event there are no full-time drivers without an assigned noon run, then a part-time driver will be used to fill the vacancy until the regular assigned driver returns. When it becomes known that the regular driver will not return, the run will be posted in accordance with the bidding procedure. Part-time drivers will enjoy all of the rights of full-time drivers during this time.

(b) When a bid sheet is posted for extra work, the time will stand as posted, and anyone having a run will not be allowed to run the route if it would overlap his regular/noon run/route. If it does overlap, then it would go to the next senior driver who agrees and does not have an overlap on their regular/noon run/route.

(8) ***Summer Runs***

(a) Summer runs and driving shall be posted and shall be awarded by seniority.

(b) Field trips shall be awarded by continuous rotation, drivers not interested in summer field trips must notify their supervisor prior to the end of each school year.

(c) Time off work during the summer must be pre-approved through the Transportation Supervisor by June 25 for that summer. Time off is limited to no more than one (1) driver at a time and no more than one (1) consecutive day.

(d) Bus Drivers awarded summer bus route(s) that total 20+ days (excluding subbing, or any type of trip including field trips or athletic trips) will earn one (1) personal day to be used during the summer. This personal day must be preapproved prior to using. If requested during the month of July, it must be preapproved through the Superintendent's Office.

This personal day cannot be carried over nor submitted for cash reimbursed.

(9) ***Legal Requirements***

The District shall compensate employees for training and testing required by statute at the current rate of pay. This training and testing shall include:

(a) Attendance at the entry level school bus safety course required by Section 51 of the Pupil Transportation Act.

(b) Attendance at mandatory continuing education courses required by Section 51 of the Pupil Transportation Act.

(c) Attendance at any mandatory on-road testing required by the Pupil Transportation Act.

(d) Any training mandated by the District, paid at current hourly wage.

(e) All drivers shall be paid for time required, up to two (2) hours, at current rate of pay for all drug and alcohol testing.

(10) The District further agrees to reimburse each employee for the cost of the following licenses, upon presentation of proof of payment by the driver:

(a) Commercial driver's license;

(b) Appropriate vehicle group designation;

(c) Passenger vehicle endorsement.

Any Driver who resigns from the District within one (1) year of his date of hire, shall have deducted from their final check a pro-rated share of the cost associated with obtaining a CDL license (Beginning School Bus Driver School, MDOT Physical, Commercial Driver License, Skills Driving Test), based upon the number of years remaining on said license. This provision shall not be applicable if the driver is laid off or retires.

(11) ***Physical Examinations***

Employees shall submit to physical examinations as may be required by law for the driving of a school bus. Physical examinations shall be paid by the Employer and completed by a doctor of the Employer's choosing. Be it understood that any employee who chooses to obtain a second physical examination at a doctor of their choice will pay, if results of the findings are the same. Should the results be different, the Employer will pay.

SCHEDULE "B"

WAGES

Bus Drivers

	2021-2022	2022-2023
Training/Probationary Driver	$17.00	$17.50
Bus Driver	$19.00	$19.50

(1) ***Other Compensation***

a) Field Trip/Summer Food Delivery Rate:

	2021-2022	2022-2023
Drive Time/ Wait Time	$17.00	$17.50

Attendance at trainings, meetings and professional development to be paid at the same rate as 'Drive Time' listed above.

(2) When any position not listed in the above Wage Schedules is established by the Employer, the Employer may designate and implement a job classification/category and a rate structure for the position. If the Union disagrees with the rate structure, the rate shall be subject to negotiations.

(c) ***Jackets:***

All drivers will receive their choice of one (1) winter or spring jacket every three (3) years. It will be the driver's responsibility to clean and maintain the jackets. All old jackets may be kept by drivers, with the condition that they not be given to others. Drivers will be required to wear jackets while driving a school bus, weather permitting.

(3) After completion of the probationary period, an employee shall be placed on the Salary Schedule for his/her respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement.

(d) ***Longevity:***

4-9 Years	$600.00
10-14 Years	$775.00
15 Years and Over	$950.00

One-half (50%) of an employee's longevity may be requested to be paid during spring break on the timesheet that spring break falls. The other half (50%) will be paid on the employees last pay in June.