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AGREEMENT

between

MARSHALL PUBLIC SCHOOLS

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

BUS DRIVERS

JULY 1, 1997 - JUNE 30, 2000

**Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

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AGREEMENT

between

MARSHALL PUBLIC SCHOOLS
(hereinafter referred to as the "Employer")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO
(hereinafter referred to as the "Union")

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure 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.

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

NO STRIKE CLAUSE

Strikes and Lockouts

Section One:

The Union agrees that during the life of this Agreement neither the Union, nor its members, will authorize, instigate, aid, condone or engage in work stoppage, slowdown or strike. The Employer agrees that during the same period there will be no lockouts.

Section Two:

Individual employees, groups of employees, or Stewards who instigate, aid or engage in a work stoppage, slowdown or strike shall be disciplined up to and including discharge.

UNION RECOGNITION

(a) 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.

(b) The term "employee" as used herein shall include all persons performing work in the following classifications of the Employer: all bus drivers, regular full-time and part-time, excluding supervisors, mechanics, substitutes and all others.

ARTICLE II

UNION SECURITY

(a) All employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay to the Union a fee equal to the monthly dues.

1. Employees shall be deemed to be employees within the meaning of this Section if they are employees in good standing and not more than sixty (60) days in arrears in payment of membership dues or equal fees.

2. The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears of payment of membership dues or equal fees.

(b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to the monthly dues required for membership for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.

(c) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under any of such provisions.

(d) If any provision of this Article is invalid under Federal or State law, such provision shall be modified to comply with the requirements of said Federal or State law.

ARTICLE III

CHECK OFF

(a) The Employer shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees including each employee's Social Security Number from whom they have been deducted and the amount deducted from each, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

(b) Although the Employer will employ diligence in keeping its records, it will not be obligated for any errors which may occur in deductions from employees' pay as provided for in this Article. The Union agrees to refund any overcharge directly to the member involved.

(c) The Union agrees it will defend and hold the Employer blameless for any claim arising out of the deductions as provided for above.

ARTICLE IV

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, marital status, age, national origin or handicap.

ARTICLE V

MANAGEMENT RIGHTS

It is expressly agreed that all rights which are vested in the Marshall Public Schools Board of Education, except those items clearly and expressly relinquished within this Agreement, are retained by the Board of Education. Management rights include, but are not limited to: the managing and controlling of the Marshall School District's business, its equipment, its operation and to direct the working force and affairs of the Marshall Public School District.

ARTICLE VI

VISITATION

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

ARTICLE VII

STEWARDS

(a) Employees may be represented by one (1) Chief Steward and designated Assistant Steward, whose identity shall be made known to the Employer.

(b) The Steward may investigate and present grievances to the Employer, after arrangements have been made with their supervisor, which arrangements shall not be unreasonably withheld. This privilege shall not be abused.

(c) Any new employee shall be introduced to the Chief Steward to be added to the Steward's record and shall be supplied the following information within the employee's first (1st) week of employment: name, address, Social Security Number, and classification.

The Chief Steward, during their working hours, without loss of time or pay, may attend negotiation meetings, if for some reason they cannot be scheduled during non-working hours.

(d) During the term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VIII

SAFETY PRACTICES

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their place of work or equipment, in accordance with the provisions of OSHA, State or local regulations. A committee of two (2) representatives from the association and the Transportation Director shall meet as needed to discuss safety concerns and propose improvements in transportation safety practices.

ARTICLE IX

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency. Bus drivers shall be employed by the Board of Education for the purpose of driving a school bus used to transport students, except vans used by the school for extra curriculum or business. An emergency shall be defined as a time when no employee of the bargaining unit is readily available.

ARTICLE X

CONTRACTUAL WORK

The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost, the facilities, equipment and programs of the district. Nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures, provided however, that the Employer shall not exercise such rights for the purpose of undermining the Union nor to discriminate against any of its members, nor shall such actions result in lost time or the lay-off of any member of the bargaining unit.

ARTICLE XI

GRIEVANCE PROCEDURE

(a) **Definitions**

1. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.
2. The term "employee" may include any individual or group of employees covered by this Agreement.
3. The "grievant" is the person making the claim.
4. The term "working days" when used in this Section shall be defined as any day in which school is in session.
5. The Grievance Procedure as set forth shall be the sole and exclusive procedure for settling any and all grievances as defined in (a)(1) above.

(b) **Procedures**

1. **Time limits:**

- a. Any grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date 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 grievant or the Union first (1st) became aware of the conditions giving rise to the grievance, shall not be considered a grievance under this Agreement.
- b. The time limits provided in this Article are to be strictly observed. Every effort shall be made to expedite the process, however, time limits may be extended or waived at any Step by a mutual written agreement of the parties. Where the Union or employee fails timely to advance a grievance to the next Step, it shall be deemed settled per the Employer's last answer. Where the Employer fails to answer a grievance at any Step, it shall be deemed denied and automatically advanced to the next Step.

2. A grievance concerning alleged safety hazards may be processed directly to Step Two (2) of the Grievance Procedure.

(c) **Steps**

Step One:

An employee having a grievance shall present it orally to his supervisor for a decision. 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 Chief Steward.

Step Two:

1. In the event the grievance is not settled orally by the supervisor, the Chief Steward shall submit the grievance in writing to the supervisor within five (5) working days from the date of the oral presentation. The grievant and the Chief Steward shall sign the grievance forms. The grievance forms 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.

2. The supervisor shall meet with the Chief Steward at a time mutually agreeable to them but no later than ten (10) working days following the date of the receipt of the appeal. The supervisor(s) shall respond in writing to the appeal within five (5) working days from the date of this meeting.

Step Three:

1. Should the grievant be dissatisfied with the supervisor's decision, the grievant or his Representative shall appeal in writing to the Business Manager within five (5) working days of the date the decision of the supervisor is rendered. The appeal shall state the reason or reasons why the decision of the supervisor was not satisfactory.

2. The Business Manager shall meet with the grievant, the Chief Steward and the Business Representative of the Union at a time mutually agreeable to all parties, but no later than ten (10) calendar days following the receipt of the appeal.

3. The Business Manager shall then give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

Step Four:

1. Should the grievant be dissatisfied with the Business Manager's decision, the Union shall appeal in writing to the Superintendent within five (5) working days of the date the decision of the Business Manager was due. The appeal shall state the reason or reasons why the decision of the Business Manager was unsatisfactory to the grievant.

2. The Superintendent shall meet with the grievant, the Chief Steward, the Business Representative of the Union, and the schools Business Manager at a time mutually agreeable to all parties, but no later than fifteen (15) calendar days following receipt of the appeal.

3. The Superintendent shall then give his decision in writing to the Business Representative of the Union within ten (10) working days of the meeting.

Step Five:

1. If the grievance has not been settled at Step Four (4), the grievance may be submitted to mediation under the Act. If still unresolved, the grievance may be submitted to binding arbitration if the Union Executive Board deems them to be meritorious. Such submission shall be made by notifying the Employer within thirty (30) calendar days after the mediation hearing is held of their intent to submit the dispute to arbitration. The arbitrator shall be selected from a list submitted by the American Arbitration Association in accordance with their rules and procedures. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement. All arbitration fees will be paid by the losing party. Arbitrators shall confine their decision to a determination of the facts and an interpretation and application of this Agreement.

2. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then in effect within the time specified above, and such rules shall govern the arbitration hearing.

3. Grievances which are not appealed within the time limits specified in the above Grievance Procedure shall be considered to be withdrawn by the grievant and/or the Union. The above Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under the Agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this Agreement. Specific time limits shall also apply to the Employer. If the Employer fails to meet time limits, the grievance shall automatically progress to the next Step.

4. Miscellaneous:

a. No grievance shall be filed for or by an employee after the effective date of their resignation, except in cases of severance benefits.

b. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a newly negotiated Agreement shall not be processed beyond Step Four (4) until such has been placed into effect.

- c. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to the final decision of the grievance.

ARTICLE XII

NOTIFICATION OF DISCIPLINE

(a) No employee shall be disciplined without just cause, and a written statement of such cause will be given to any disciplined employee. When the supervisor feels disciplinary action is warranted, he shall notify the employee of that fact in writing within five (5) working days of the date it is reasonable to assume that the supervisor first (1st) became fully aware of all conditions giving rise to the discipline. When such discipline is to be given to an employee, he may request the presence of a Steward.

(b) A copy of the Marshall Public Schools Classified Employee Conduct Rules and Regulations shall be attached and made a part of this Agreement as Exhibit A.

ARTICLE XIII

SENIORITY

(a) A newly hired employee shall be on a probationary status for thirty (30) calendar days or must have completed twenty-two (22) bus runs, taken from and including the first (1st) day of employment. If at any time prior to the completion of the thirty (30) calendar day probationary period, or completion of twenty-two (22) bus runs, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the employee or the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire as a regular driver. In the event that the Board hires two (2) employees on the same date, the employees would then be placed on the seniority list based on their date of hire, and the employee whose last name began with the first (1st) letter of the alphabet would be determined to be the more senior employee, and such employees shall be placed on the seniority list on that basis.

(c) In the event that a substitute driver fills in on runs, such runs shall be counted as work days for the purpose of qualifying as a regular status driver.

(d) A lay-off is any reduction in hours worked. If conditions necessitate such a reduction, lay-off shall be based on seniority with the employees having the least seniority laid off first. Recall shall be in reverse order of lay-offs.

(e) An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

1. He/she is discharged for cause and not reinstated through the Grievance Procedure;
2. He/she retires;

3. He/she quits;
4. He/she is laid off for a period of two (2) years, or the length of his/her seniority, whichever is less;
5. He/she accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence) or is self-employed for the purpose of making a profit during a leave of absence where such employment or self-employment is inconsistent with the reason for which the leave of absence was granted;
6. He/she fails to report for work on the first (1st) working day after expiration of a leave of absence without a reasonable excuse acceptable to the supervisor;
7. He/she fails to report for work following a lay-off within three (3) working days after he is notified to do so in person, by telephone, by telegram or by certified or registered mail, sent to his address of record with the supervisor. It shall be the obligation of the employee to supply the supervisor with a current address;
8. He/she is absent from work, without permission, for three (3) consecutive scheduled work days;
9. He/she is on sick leave of absence for a period of one (1) year, or the length of his seniority, whichever is less.

(f) Seniority shall be retained, but shall not accumulate, for an employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that he had accumulated while he was a member of the bargaining unit, and return to the bargaining unit, in the event that such employee vacates his supervisory position.

(g) A seniority list showing the employee's date of hire and accumulated sick days shall be furnished to the Union and each employee of the bargaining unit at the beginning of each Contract year.

ARTICLE XIV

ASSIGNMENT OF REGULAR RUNS

(a) **Assignment of Regular Routes**

1. The determination of regular routes and assignment of drivers to those routes shall be determined annually by the administration in accordance with the bidding and filling provisions herein contained.
2. Drivers shall be assigned based on seniority.
3. All routes will be established within a reasonable time prior to the start of school to allow drivers to become acquainted with the route. Each driver has the option of maintaining their previous year's route if available.

If a driver gives up his previous year's route, he/she must wait until all other regular drivers have made their selection. Thereafter, all available routes will be selected on a seniority basis with the most senior selecting first, then the next most senior, etc. (Formerly Article XVII[g])

(b) **Procedures to Fill Vacancies**

1. Newly created positions and permanent vacancies within the bargaining unit shall be advertised for bargaining unit personnel for a period of five (5) regular working days. Assignment will then be governed by seniority, availability, and from those with less than six (6) hours regular runs.

- a. A vacancy shall be considered temporary for the duration of all compensable leave.
- b. Bids shall be submitted on a bid form provided by the Transportation Supervisor.
- c. The driver successfully bidding a route must accept that route after a five (5) working day trial period.
- d. If there are no biddings from bargaining unit members, the route may be awarded to a substitute driver.

2. Temporary vacancies shall be filled by regular drivers working less than six (6) hours per day based on seniority and availability.

3. Emergency, temporary transfers instituted by the administration shall suspend the bidding and filling provisions of this Agreement. The Union shall be consulted prior to making such change. (Replaces old Article XV[d])

ARTICLE XV

ASSIGNMENT OF EXTRA RUNS

(a) Extra runs shall be assigned by seniority on a rotating basis among bargaining unit members.

1. Drivers will not be allowed to donate their time for any extra runs utilizing a school owned bus for a school related activity.

2. Extra trips will normally be posted on the employee bulletin board one (1) week in advance by 7:00 a.m. on Tuesday. Drivers desiring runs must sign the list by 9:00 a.m. the following Thursday.

3. The extra trip rotation list shall be based on seniority with the most senior driver of the week having first choice of all available extra runs for the week: i.e., six (6) trips have been assigned. The next remaining driver shall be at the top of the next week's rotation list. Further, if all regular drivers have "passed" on a trip during the week, the last driver to pass shall be considered the bottom of the next week's rotation list.

4. Drivers are to honor their signature. If not, with the exception of an emergency approved by the Transportation Supervisor, they shall be excluded from extra runs for a period of two (2) weeks.

5. Extra trips cancelled shall be paid at the regular trip rate for two (2) hours.

6. If an extra trip is postponed and rescheduled within the same week, the driver scheduled for that trip shall have the option of two (2) hours regular trip pay or accepting the rescheduled trip.

7. Overnight trips shall be paid at the rate of eighty-one dollars (\$81.00) per each twenty-four (24) hour period. All hours over the twenty-four (24) hour period shall be paid on a pro-rata basis. Lodging will be reimbursed to the drivers upon properly dated and certified receipt for such. In addition, a meal allowance of eighteen dollars ninety-five cents (\$18.95) per twenty-four (24) hour period will be provided each driver. One (1) extra driver will be assigned to all overnight trips with a one-way distance of one hundred fifty (150) miles or more.

Further, the overnight meal allowance rate (\$18.95) shall also be given for any all day trip starting prior to 9:00 a.m. and returning after 7:00 p.m. the same day.

8. Whenever a driver is assigned an extra trip during their regularly scheduled route assignment, they will be paid as follows:

- a. Payment shall be at least equal to that which a driver would have made during his/her regular run.
- b. Total payment shall equal the regular run guarantee plus the extra trip rate for hours exceeding the regular run time.

ARTICLE XVI

BULLETIN BOARDS

The Union shall be entitled to post reasonable Union notices on an employee bulletin board located at their place of work. The bulletin board shall be used only for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union;
5. Rulings and policies of the International Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any labor organizations among its employees, and no material or announcements which violate the provisions of this Section shall be posted.

ARTICLE XVII

DEFINITION OF ROUTES

(a) A single run shall consist of a single pick-up and delivery of children along an established route before or after school.

(b) A double run shall consist of a double pick-up and delivery of children along two (2) established routes before or after school.

(c) A shuttle run shall consist of a regular delivery of children between schools.

(d) Vocational Education and Special Education are regular runs which transport children to educational facilities outside of the school district.

(e) Routes are subject to minor changes as may be necessary, provided there will be no monetary changes. No shuttle runs shall increase the total run time beyond the one (1) hour fifteen (15) minutes allowed without additional compensation.

(f) Drivers may bid on only one (1) kindergarten run.

(g) All routes will be established within a reasonable time prior to the start of school to allow drivers to become acquainted with the route. Each driver has the option of maintaining their previous year's route if available.

If a driver gives up his previous year's route, they must wait until all other regular drivers have made their selection. Thereafter, all available routes will be selected on a seniority basis.

ARTICLE XVIII

WORKING CONDITIONS

(a) A major credit card will accompany a bus driver when a trip requires additional fuel and/or service, and must be returned to the supervisor along with all receipts upon completion of the trip.

(b) If at any time a driver becomes unavailable, he shall notify the supervisor within twenty-four (24) hours in advance of the employee's scheduled run, except in cases of extreme emergency.

(c) An aide shall be assigned to assist the driver of a Special Education route if there are students riding on the bus which require such assistance.

(d) Trips other than normal runs exceeding fifteen (15) miles one (1) way shall not exceed three (3) passengers per seat.

(e) Severe student discipline problems shall be channeled to the supervisor, principal and the Chief Steward using the approved discipline sheets. If the discipline procedure requires a meeting between the bus driver, parents and others, the driver may request the presence of the Steward.

(f) Drivers shall perform their duties as outlined in "The Michigan School Bus Drivers Manual" and the rules and regulations of the Marshall Public Schools.

(g) **Dress Code**

As a representative of the Marshall Public Schools, while performing duties, drivers should always wear clean clothes suitable for seasonal weather conditions and that are appropriate for a school setting.

ARTICLE XIX

LEAVES

All leave benefits shall be prorated based upon a six (6) hour work day.

(a) **Sick Leave and Personal Leave**

1. Employees will earn sick days at the rate of one (1) day for every month the employee works ten (10) days or more in a given month, beginning in September of each year and ending in August of the following year.

2. Any of the allowed days not used by the employee will be credited to the employee's record and may be accumulated to a maximum of one hundred (100) days.

3. The supervisor may require a physician's statement upon return from absence because of illness or injury where the employee is off for three (3) or more days consecutively.

4. Employees may use sick leave for the following reasons:

a. Personal illness or injury which is disabling;

b. Emergencies of medical or dental treatment (also the employee shall make every effort to schedule such appointments outside of their normal driving hours);

c. Illness in the immediate family (present spouse, children, parents, and grandparents normally dependent upon the bargaining unit members) which require the attention and care of the employee, with the approval of the supervisor.

(b) **Worker's Compensation**

Any employee who is absent because of an injury or disease compensable under the Worker's Compensation Law shall receive sufficient payment, taken out of sick leave time, from the Board, which when added to his compensation check, shall equal the wages he would have earned had he not been disabled until such sick leave time has been exhausted. Thereafter, the employee shall receive only Worker's Compensation. Claim forms are available in the supervisor's office.

(c) **Funeral Leave**

Each employee of this bargaining unit shall be entitled to three (3) days (and if more time is needed, two [2] additional days of sick leave may be used) with pay as bereavement pay for the death of a member of the immediate family. The immediate family shall be the following: present spouse, children, stepchildren living in the household, mother, father, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents. Additional time off to attend funerals requiring distant travel may be granted without pay.

(d) **Personal Days**

Each employee of this bargaining unit shall be entitled to two (2) days per year as personal leave.

This leave shall be with the individual's normal compensation but shall not be granted on any day which is immediately prior to or following a holiday, unpaid leave and/or recess period and shall not be used for activities normally considered as vacation, recreation or avocational. Employees shall give the supervisor forty-eight (48) hours notice of any such absence unless prevented by an emergency as defined and/or acceptable to the supervisor. Furthermore, these days are not accumulative from year to year.

(e) **Attendance Incentive Pay**

A non-probationary driver who works forty-five (45) consecutive scheduled days without absence of any nature (excluding personal days) shall be granted one (1) day's pay based upon their regular scheduled day's pay.

(f) **Severance Pay**

1. A one (1) time severance payment shall be paid after fifteen (15) years of continuous service, or upon attaining the age of fifty-five (55), to any driver terminating employment with the Marshall Public Schools.

2. Severance shall be defined as "voluntary termination of active employment with proper notice".

3. Payment shall be equal to fifty dollars (\$50.00) for each full year of service from date of hire in the Marshall School System up to a maximum of eight hundred dollars (\$800.00) [prorated for less than six (6) hour drivers]. However, an employee accumulating a minimum of sixty (60) days of accumulated sick leave or more at date of severance will receive seventy-five dollars (\$75.00) for each full year of service from the date of hire in the Marshall School System, up to a maximum of one thousand one hundred twenty-five dollars (\$1,125.00) [prorated for less than six (6) hours drivers].

(g) **Military Leave**

Leaves of absence will be granted to employees who enter the military service. Their seniority and employment status shall be as are applicable under Federal law.

(h) **Maternity Leave**

A maternity leave of absence will be granted by the Board pursuant to the following procedures to any employee who becomes pregnant:

1. An employee shall notify her supervisor as soon as she is aware of the pregnancy. Such notice shall consist of a letter from her physician setting forth the estimate of the date of expected delivery, his opinion as to her ability to continue working, his recommendation as to how long she would continue working, and as to the advisability of her so continuing. No employee shall be permitted to work beyond the date recommended by her physician.

2. The employee shall be granted maternity leave of absence on the basis of the foregoing letter from her physician, extending from the date recommended by her physician, until three (3) months following delivery.

3. Before returning from a maternity leave of absence, the employee shall present a letter from her physician as to her fitness to return to the job to which her seniority would entitle her.

4. A pregnant employee shall accumulate seniority during the period of the maternity leave of absence provided that she returns to work within three (3) months after having given birth.

(i) **Other Leaves**

1. Employees may, with the approval of the Superintendent, be granted voluntary leave, not to exceed a maximum of ninety (90) school days, without pay during any school year. All requests must be submitted in writing to the supervisor, who will forward the request to the Superintendent. All requests must be submitted two (2) weeks in advance of the absence. All requests shall include conditions of the agreement, including the assignment of the employee upon return and the effect, if any, of the leave concerning placement on the Salary Schedule and seniority. While on leave, employees must make arrangements, as stipulated by the Business Office, to pay their insurance premiums.

2. When it is determined either by mutual agreement or a doctor's statement that an employee cannot fulfill his job description, the employee will ask for a voluntary leave of absence. Such leaves shall not exceed ninety (90) days. In either case, the employee shall have the opportunity to carry his fringe benefits at the employee's expense if allowed by the carrier.

3. Any employee in the bargaining unit who is either elected to a full-time office or appointed to a position in the Union, whose duties require his absence from work, shall be granted a leave of absence for a period of up to one (1) year without pay.

4. Each employee covered by this Agreement shall be paid his regular daily rate of pay for all reimbursable leave days which are provided for under this Agreement.

5. An employee may not take unpaid leave without the approval of the Transportation Supervisor. Such leave may be considered only for illness or emergency reasons. Further, such approval shall not be unreasonably withheld. It will not be granted if a substitute driver is unavailable.

ARTICLE XX

JURY DUTY

An employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day, and the daily jury fee paid by the court (not including travel allowances or reimbursements of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work. This payment provision shall also apply when the employee is summoned as a witness in a court hearing, so long as the employee is not testifying against the Board.

In order to receive payment, an employee must give the supervisor prior notice that he has been summoned for jury duty or a witness, and must furnish satisfactory evidence that he reported for or performed such service on the days for which he claims payment.

An employee who volunteers (without being summoned) for such service will not receive the benefits listed above.

ARTICLE XXI

PROTECTION OF EMPLOYEES

- (a) Limited liability insurance carried by the Board shall protect the employees against civil suits brought against them growing out of the exercise of the regular duties.
- (b) All cases of accidents, injury, or assault involving employees or students growing out of the exercise of employee duties or school activities shall be reported to the supervisor promptly.
- (c) Complaints by parents, students or other members of the public directed at an employee shall be called to the attention of the employee as soon as possible.

ARTICLE XXII

MISCELLANEOUS

- (a) All employees shall be expected to complete the necessary State requirements, physical examinations, immunizations, x-rays, and training as required by the Board. The cost of these shall be paid by the Board.
- (b) Each driver must have a valid CDL with chauffeur's, passenger, and air break endorsements. The Board shall immediately reimburse each driver the full cost of the license fee. However, if an employee trained with district funds leaves the district's employment voluntarily within four (4) years of being hired, the training costs and CDL license cost will be deducted from the employee's final pay at the rate of twenty-five dollars (\$25.00) per month for each month the employee is with the district less than four (4) years.
- (c) Each driver shall be held responsible for fueling, oiling, washing, pre-tripping their bus before leaving the lot, and reporting any observed mechanical problems to the Transportation Director. Buses shall be washed and cleaned at least once a pay period or as often as deemed necessary by the supervisor.
- (d) The Board shall make the five percent (5%) retirement payment to the Michigan School Employee's Retirement System.
- (e) All breakdown time on extra runs will be paid at the extra run rate. All breakdowns on regular runs will be paid at the regular run rate.
- (f) **Extra Run Meal Allowances**

Extra runs which are driven during hours which encompass the employee's normal meal period shall entitle the driver to a meal allowance of five dollars twenty cents (\$5.20) per meal in the 1995-1996 Contract year and six dollars (\$6.00) per meal in the 1997-1998 Contract year. To be eligible, drivers must submit receipts for such to the supervisor no later than the employee's next scheduled work day following the trip.

(g) Scheduled days of student instruction and/or teacher attendance that are cancelled resulting in less than the State required number of days of instruction currently set at one hundred eighty (180), because of conditions not within the control of school activities, such as severe storms, fires, epidemic or health conditions, as defined by the City, County, Township, or State authorities, shall not affect or otherwise require an adjustment of salary, compensation or other benefits provided within this Collective Bargaining Agreement. Furthermore, any unemployment or underemployment compensation due to such lost days will result in an off-set for the days rescheduled and worked.

(h) Employees who have not been notified not to report to work on inclement weather days will be guaranteed a minimum of two (2) hours pay at their respective rate.

(i) Drivers called in for an emergency closing of a school will be guaranteed a minimum of two (2) hours pay at the regular route rate of pay.

ARTICLE XXIII

HOLIDAYS

Section One:

The following days shall be recognized and observed as paid holidays:

**Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day**

Employees who work summers and qualify, shall receive **July Fourth** as an additional holiday.

Section Two:

In addition, the following holiday-related time off with pay will be granted:

**Friday after Thanksgiving
Day before Christmas
Good Friday**

Section Three: Eligibility Requirements

The employee must work the full period of their last scheduled work day prior to and their next scheduled work day following the holiday or holiday-related day unless excused by the supervisor.

ARTICLE XXIV

VACATIONS

Each employee covered by this Agreement shall receive an earned vacation as follows:

Years of Service

Days With Pay

After one (1)	Two (2)
After two (2)	Three (3)
After three (3)	Four (4)
After four (4)	Five (5)
After five (5)	Six (6)
After six (6)	Seven (7)
After seven (7)	Eight (8)
After eight (8)	Nine (9)
After nine (9) or more	Ten (10)

Vacations must be taken during periods where the driver is not scheduled so that substitute costs are not incurred. A driver on a vacation day or days when there may be a death in the immediate family will be allowed those number of days at another time or they may receive pay for such days with no time off.

Those employees working during July and August will be granted an additional vacation day for each month worked (maximum two [2] additional per year).

ARTICLE XXV

LONGEVITY

(a) Longevity payments will be made according to the following schedule:

Six (6) to Ten (10) Years	\$330.00
Eleven (11) to Fourteen (14) Years	\$445.00
Fifteen (15) + Years	\$555.00

(b) The longevity to which an individual is entitled shall be determined by the number of years the employee has completed on his/her anniversary date each year.

(c) Longevity payments shall be paid in a lump sum on the first (1st) pay period following the employee's anniversary date. Longevity will be prorated only in cases of retirement or death.

ARTICLE XXVI

INSURANCE

(a) As described in the Marshall Public Schools Cafeteria Benefits, Medical Expense Reimbursement and Dependent Care Assistance Plans (Appendix A), the Board agrees to fully provide each full-time (six [6] hours regularly scheduled time or more per day) employee health insurance coverage equal to or better than MESSA-Super Care I, as defined on July 1, 1994, with the Board to immediately reimburse drivers up to the full annual deductible upon proof of covered medical claim(s). Part-time employees' benefit provision shall be prorated if they choose to enroll in the health insurance plan.

(b) Employees not wishing to make use of the health insurance coverage as described in (a) above, may apply one hundred fifteen dollars (\$115.00) per month (pro-rated) toward other available nontaxable options or receive an equivalent amount of cash. In either case, the employee is responsible for both the employee's and the Employer's FICA costs, as well as any other applicable payroll taxes or retirement costs. The Board will provide a Section 125 Plan under which these employees will make such selection.

(c) Employees newly hired by the Board shall be eligible for the above benefits upon written acceptance by the insurance carriers on the first (1st) day of the month following the month work commenced.

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

(e) Employees who terminate their employment shall have benefits terminated on the first (1st) day of the month following termination of employment.

(f) The Board agrees to fully provide each full-time (six [6] hours regularly scheduled time or more per day) employee dental insurance coverage. Part-time employees' benefit provision shall be pro-rated if they choose to enroll in the dental insurance plan. The benefit level and provider shall be determined by the Board. If the premium cost exceeds thirty-five dollars (\$35.00) per enrolled employee per month, the employee will pay the added cost through payroll deduction. If the employee chooses not to enroll in the dental insurance plan, he/she may apply ten dollars (\$10.00) towards other nontaxable options or receive an equivalent amount in cash. In either case, the employee is responsible for all applicable FICA and payroll taxes as described in Section (b) above.

ARTICLE XXVII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

(a) No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer.

(b) 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 contained herein.

(c) If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIX

TERMINATION AND MODIFICATION

(a) This Agreement shall be effective as of **July 1, 1997**, and shall remain in full force and effect until **June 30, 2000**.

(b) If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) calendar days prior to the termination date. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this Section, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.

(d) The fact that a party has given notice of termination or modification pursuant to paragraphs (b) and (c) above, shall not preclude the other party from presenting proposals to change any or all of the terms of the present Agreement.

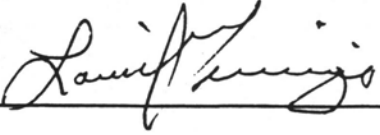
(e) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board, addressed to Marshall Public Schools, 100 East Green Street, Marshall, Michigan 49068, or to any other address the parties may make available to each other.

IN WITNESS WHEREOF:
executed.

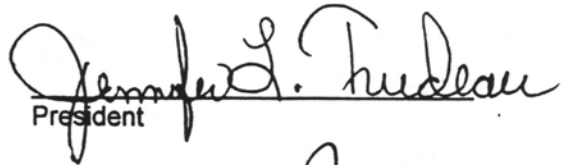
The parties hereto have caused this instrument to be

MARSHALL PUBLIC SCHOOLS

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




Business Manager


President


Recording/Corresponding Secretary

SCHEDULE A

WAGES

EFFECTIVE JULY 1, 1997:

	<u>Hourly Probationary Rate</u>	<u>Hourly Regular Rate</u>
REGULAR ROUTE	\$9.47	\$12.69
EXTRA TRIPS	\$6.91	\$ 9.93
SCHOOLING & RELATED WORK	\$6.91	\$ 9.31

(a) The 1997-98, 1998-99, and 1999-2000 wage schedules shall be increased at the same rate respectively as the annual percentage growth in the Marshall Public Schools' base foundation grant allowance per student as provided in the State Aid Act, less half (1/2) of the increased cost related to rate increases of retirement and the increased cost of health insurance rate as calculated in (b) below.

Example:	Foundation allowance goes up	4.00%
	Retirement rate goes from 15.15% to 15.35%	- .10%
	Health Insurance premium goes up 7%	- .20%
	Wage Increase	= 3.70%

(b) Any wage increase provided in (a) above shall be reduced as per the following schedule for the 1997-98 through the 1999-2000 contract years:

<u>Insurance Increase</u>	<u>Wage Increase Deduct</u>
0-5%	0%
For every additional 1%	subtract .1%

(c) The retirement rate deduct in (a) above cannot be greater than the foundation allowance increase in any given year and is based on change in rates from July 1, 1996 to June 30, 1997, for the 1997-98 contract year, from July 1, 1997 to June 30, 1998, for the 1998-99 contract year, and from July 1, 1998 to June 30, 1999, for the 1999-2000 contract year.

(d) If any other employee group of the Marshall Public Schools negotiates a new Master Agreement during the effective dates of this Agreement, and further, that it is in effect during the effective dates of this Agreement, and is granted a percentage increase greater than that granted to bus drivers, the same percentage increase shall be retroactively granted to the bus drivers.

(e) **Definitions:**

Regular route: Single and Kindergarten = 1-1/4 (1.25) Hours.

Regular route: Double = 2-1/2 (2.50) Hours.

Vocational and Special Education Runs computed to nearest Run Hours.

MARSHALL PUBLIC SCHOOLS

CAFETERIA PLAN ELECTION FORM

For the period from October 1, 1997, to September 30, 1998 (the "Plan Year")

Employee's Name: _____ S.S.#: _____ - _____ - _____

Under the Cafeteria Plan you may elect to receive coverage under the Dental and Medical Plans for yourself and your eligible dependents, or you may elect to waive coverage under these plans. However, in order to waive medical coverage you must have proof of coverage for yourself under some other medical/hospitalization plan or policy. You may keep the dental and vision coverage even though you waive the medical/hospitalization coverage. You may also elect to reduce your compensation (through payroll reduction) and become eligible for reimbursement for Eligible Medical Expenses and/or reimbursement of Eligible Employment Related Expenses. The amount you choose to reduce your compensation by will be deducted proportionately from each paycheck each pay period. Your elections will remain in force for the entire Plan Year (October 1 through September 30), and may not be changed, except in the case of, and consistent with, a "change in family status" as defined in the plan document.

Medical Plan CoverageInitials

I elect to receive coverage under the Medical Plan sponsored by the School District for the Plan Year.

Waiver of Coverage Under Medical PlanInitials

I elect to waive coverage for myself and my eligible dependents under the medical/hospitalization portion the Medical Plan for the Plan Year and receive the additional compensation stated below instead. I represent that I have medical/hospitalization coverage for myself under another plan or policy. The amount stated below will be prorated on a daily basis in the event of an election made after the first day of the Plan Year (October 1).

Amount of additional compensation: \$106.83/MonthDental Plan CoverageInitials

I elect to receive coverage under the Dental Plan sponsored by the School District for the Plan Year.

Waiver of Coverage Under Dental PlanInitials

I elect to waive coverage for myself and my eligible dependents under the Dental Plan for the Plan Year and receive the additional compensation stated below instead.

Amount of additional compensation: \$9.29/Month

Calculations:

	<u>Medical</u>	<u>Dental</u>
Cash Payment	\$106.83	\$ 9.29
Plus Employer's FICA	<u>8.17</u>	<u>.71</u>
Contracted Cash Option	\$115.00	\$10.00

Medical Expenses Reimbursement Plan Coverage

Initials

I elect to receive reimbursement for "Eligible Medical Care Expenses" incurred by me or my eligible dependents during the Plan Year (October 1 to September 30). I acknowledge that I will only be reimbursed for eligible Medical Care Expenses actually incurred (i.e., services rendered or items purchased) during the Plan Year for which this Election Form is effective, and only if I provide the required written substantiation of the incurrence of the expense. I have received the description of eligible Medical Care Expenses. I acknowledge that the amount I elect below will be withheld from my paychecks throughout the current Plan Year, and any amount will be withheld from my paychecks throughout the current Plan Year, and any amount remaining after the end of the Plan Year (September 30) will be forfeited to the School District.

I elect to reduce my compensation by \$ _____ for the current Plan Year (cannot exceed \$2,500), and become eligible for reimbursement of Eligible Medical Care Expenses under the Medical Expense Reimbursement Plan.

Dependent Care Assistance Plan Coverage

Initials

I elect to receive reimbursement for "Eligible Employment Related Expenses" incurred by me during the Plan Year (October 1 to September 30). I acknowledge that I will only be reimbursed for Eligible Employment Related Expenses actually incurred (i.e., services rendered) during the Plan Year for which the Election Form is effective, and only if I provide the required written substantiation of the incurrence of the expenses). I have received the description of Eligible Employment Related Expenses. I acknowledge that the amount I elect below will be withheld from my paychecks throughout the current Plan Year, and any amount remaining after the end of the Plan Year (September 30) will be forfeited to the School District.

I elect to reduce my compensation by \$ _____ for the current Plan Year (reimbursement cannot exceed \$5,000.00 per calendar year (\$2,500.00 if you are married and file separate return)), and become eligible for reimbursement of Eligible Employment Related Expenses under the Dependent Care Assistance Plan.

I agree to notify the School District if I have reason to believe that any expense for which I have received reimbursement is not an Employment Related Expense or an Eligible Medical Care Expense. I agree to indemnify and reimburse the School District for any liability it may incur for failure to withhold federal and state income tax or Social Security tax from any reimbursement I receive of a non-Eligible Employment Related Expense for non-Eligible Medical Care Expense.

I acknowledge and agree that the Plan Administrator may change or revoke any of my elections made in this Election Form if it is believed advisable or necessary to comply with the requirements of the Internal Revenue Code relating to Dependent Care Assistance Plans, Medical Expense Reimbursement Plans or Cafeteria Plans. I further acknowledge and agree that the plan document itself and any group insurance contract, as either may be amended from time to time, shall govern my rights to reimbursement and benefits thereunder, irrespective of any oral statements made by the School District.

Employee's Signature: _____ Date: _____

Date Received By Plan Administrator: _____ Date: _____

BH/kb
electform