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6/30/2002

**MARLETTE COMMUNITY SCHOOLS**

**BUS DRIVER AGREEMENT**

**1999-2000**

**2000-2001**

**2001-2002**

*Marlette Community Schools*

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## PREAMBLE

This Agreement is entered into, effective July 1, 1999, between the Marlette Community Schools Board of Education, the School District of Marlette, Michigan, hereinafter called the "Board," and the Marlette Community Schools Support Staff – Bus Drivers. The signatories shall be the sole parties to this Agreement.

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

## ARTICLE I - EMPLOYER RIGHTS

RIGHTS AND POWERS - The Board of Education hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and Constitution of the State of Michigan and those powers normally incident to management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement.

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all 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 or school hours or days.
- C. Determine, establish and change bus routes.
- D. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
- E. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- F. Determine the qualifications of employees, including physical conditions and require medical certification of fitness.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation 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, production, service, 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 Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.
- L. Conduct drug testing of employees consistent with Board Policy & Guidelines.
- M. Use volunteers in order to enhance instruction but not at the loss of bus driver work or loss of wage.
- N. Executive management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.
- O. Establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs.
- P. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
- Q. Determine and redetermine job content in consultation with bus drivers.

#### ARTICLE II - WORKING CONDITIONS

- A. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the Employee's assigned work area.
- B. While recognizing that students may require disciplinary action in various forms, the Board of Education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Support staff should not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or school through suspension or expulsion procedures.

Support staff, within the scope of their employment, may use and apply reasonable force and restraint to:

1. remove a student who refuses to comply with a request to behave or report to the office.
2. quell a disturbance threatening physical injury to self or others;
3. obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any staff member, full-time, part-time, or substitute deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping, or makes use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline by this Board and possibly criminal

assault charges as well. This prohibition applies as well to volunteers and those with whom the District contracts for services.

- C. The Board shall provide without cost to the employee the following:
1. An approved first aid kit and materials in all buildings.
  2. First aid and CPR classes on an annual basis for those wishing to have the training. (Sessions are voluntary.)
  3. Adequate and approved safety and sanitation equipment and materials.
  4. Flu shots and Hepatitis B immunization if desired by employees.
  5. Bus drivers shall have a jacket provided every other year. (Not to exceed \$90.00)
  6. Individual back supports when necessary.
  7. Flashlights and batteries for each bus.
  8. All necessary cleaning supplies deemed necessary by supervisor.
  9. Cell phones for out-of-town trips.
- D. The District may conduct evaluations for all staff with conferences to discuss the evaluations.
- E. In the event a student has a communicable disease which poses a threat to the safety and welfare of an employee, the District shall notify the employee of the student's health condition if permitted by law.
- F. The Board agrees to allow dash mounted radios on the bus if the bus driver purchases it themselves. These are to be purchased through the bus supplier and installed by the bus mechanic. The bus driver has the option of providing their own radio as long as it has the identical size specifications as the bus dealer radio.
- G. Prior to determining future bus routes, the Marlette Board of Education may get input from a committee of bus drivers.
- H. All future buses will have an air-ride seat.
- I. If there is a consistent safety problem with the number of riders on a bus, the Superintendent, Transportation Assistant and driver will meet to evaluate and solve the problem.

In June of 2000, the Bus Driver Group Representatives and superintendent will meet to determine if a carrying capacity should be implemented on any given bus.

### ARTICLE III - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who previously held the position permanently separated from employment as a result of retirement, resignation, death or discharge. Vacancies shall be posted in the event the Board, in its discretion, determines the vacancy should be filled. Vacancies may be filled on an interim basis while they are posted. The position will be filled within 30 days of the posting deadline.
- B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of at least ten (10) working days. Said posting shall contain the following information.
1. Type of work
  2. Location of work

3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements
8. Job description

Interested Employees may apply in writing to the Superintendent, or designee, within the ten (10) working day posting period. The Board shall notify Employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Employee by U.S. mail.

- C. The Board shall award the vacancy to the individual the Board, in its discretion, determines is most qualified.
- D. The Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified in writing.
- E. In the event of promotion or transfer, the Employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. If the Employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected Employee, the Employee shall be returned to his/her previous assignment. Each Employee shall have one (1) trial period per promotion or transfer.

#### ARTICLE IV- GRIEVANCE PROCEDURE

- A. Definitions:
  1. A grievance is an alleged violation of an express provision of this Agreement.
- B. The following matters shall be excluded from the procedure outlined in this Article:
  1. The termination of services or failure to re-employ any probationary person.
  2. Any dispute which is being heard by or appealed to any state or federal agency.
  3. Any dispute pertaining to the content of an evaluation, except for an evaluation that leads to the dismissal of the employee.
  4. Any dispute pertaining to the application of benefits of any insurance contract or policy..
  5. Any policy, rule or regulation of the Board, not in conflict with the terms of this agreement.
  6. The placing of a probationary employee on additional probation as outlined in this agreement.
- C. The Bus Drivers shall designate representatives from the group to handle grievances when requested by the grievant and such representatives shall be made known to the Board or its designated representatives shall be authorized to indicate the group's position, approval or disapproval on each grievance at each level as required.
- D. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the Parties.
- E. Written grievances as required herein shall contain the following:
  1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to alleged violation.

4. It shall cite the section or subsections of this Contract (or the written Board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

F. Level One

An employee believing himself/herself wronged by an alleged violation of the express provisions of this Contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor, either personally or accompanied by the Bus Drivers's representative, in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and present it to his/her immediate supervisor who shall within five (5) days render his/her decision in writing, transmitting a copy of the same to the grievant, the Bus Drivers' representative, the Superintendent and President of the Board. If the decision is unsatisfactory to the grievant and the Bus Drivers, the grievant may appeal to Level Two within five (5) days of receipt of the decision.

Level Two

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Bus Drivers' representative at the option of the grievant to discuss the grievance within ten (10) days of receipt of the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Bus Drivers' representative, and the president of the Board. Copies of same shall be kept in the office of the Superintendent. If the decision is unsatisfactory to the grievant and the Bus Drivers, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the employee and/or his/her Bus Drivers' representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) days after its next regularly scheduled meeting, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearing therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Bus Drivers shall final determination of the grievance be made by the Board more than five (5) days after next regularly scheduled meeting after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the grievant and the representative of the Bus Drivers.

ARTICLE V - WORK YEAR, WORK WEEK, WORK DAY

- A. The Board of Education will set the school calendar annually.
- B. The normal work week and work day for all Employees will be determined by the Board.

- C. Minimum call in time for employees shall not be less than thirty (30) minutes before the assigned starting time. This thirty (30) minute call in time shall be waived in the case of an emergency.
- D. An employees work week will consist of the hours established for the position in the job posting per agreement rate of pay.
- E. A full time position constitutes a minimum of 6.5 hours per day.
- F. Overtime
1. Any work performed in excess of forty (40) hours per week or on a holiday shall be paid at the rate of time and one-half (1 1/2) for all extra hours worked. All overtime must be approved by the supervisor.
  2. When a bus driver who does not exceed forty (40) hours during a week, works on Saturday, Sunday, or a holiday, the bus driver will be compensated at extra trip rate plus an additional \$1.50 per hour.
- G. Reimbursements/Miscellaneous Pay
1. Breakfast will be paid when travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.  
  
Lunch will be paid when travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m.  
  
Dinner will be paid when travel commences prior to 6:30 p.m. and extends beyond 7:00 p.m.
  2. In the event that a driver is on a trip for at least five (5) hours, that driver will be entitled to one meal not to exceed the maximum meal allowance for that meal. When an employee is entitled to a full day's allowance for meals, the amount is left to the discretion of the employee, but the total for all meals in one day shall not exceed the maximum allowable. Receipts must be turned in for reimbursement.  
  

Maximum Meal Allowance:	Breakfast	\$ 5.50
	Lunch	\$ 7.00
	Dinner	\$ 9.00
  3. Drivers will be reimbursed \$40.00 for electricity for the electric bus heaters provided buses are parked at the driver's home.
  4. CDL Requirements: The Board shall pay for the costs associated with training and licensing of drivers for the new CDL requirements for one (1) licensing test and for necessary endorsements with a \$45.00 maximum and renewal CDL licensing for pre-existing drivers. The Board shall pay for one road test. Additional road tests are at driver's expense.  
  
The Board shall pay for costs associated with training and licensing of new drivers for the CDL requirements if they pass the pre-employment alcohol and controlled substance test.
  5. Drivers shall be reimbursed for attending courses and mandatory meetings at the established hourly extra trip rate. If the class is held on a Saturday, an additional \$1.50 an hour will be paid. Mileage will be paid at the current IRS rate.

6. The Board agrees to award regular pay when a bus is stuck or broken down and the driver must stay with the bus.
7. The Board agrees to pay any bus driver who has been involved with a short run, a minimum of one (1) hour of pay.
8. Drivers shall be paid \$8.00 for washing the bus (assuming one (1) hour for retirement and payroll calculations) up to a maximum of thirty (30) times per year. The \$8.00 per washing will increase to \$9.00 per washing during the 2001-2002 school year. Each bus washing will be equivalent to one (1) hour of pay for retirement and payroll calculation purposes. Drivers will only be compensated if they wash their own bus.

During inclement weather conditions, arrangements may be made with the bus mechanic for him to wash the buses, when time permits.

9. Alcohol/Drug Testing

- a. All testing for drug and alcohol use covered by the Omnibus Transportation Employee Testing Act shall be at the employer's expense. All hours used in travel to and from the testing site, the time for testing and any inservice training relating to drug and alcohol testing shall be considered hours of work. The employees shall be paid extra trip pay for all covered time. If a regular route is missed due to drug testing the driver will be compensated for the route missed. It will be listed as an approved conference.
- b. In the event that a bus driver, who is scheduled for a long trip, is called in for a drug test and must forfeit that trip, the driver will be able to take the next comparable trip to replace the trip that was forfeited because of the drug test.

H. Extra Routes (Trips)

1. All regular drivers are to be asked first when called upon to substitute for a kindergarten run, pre-school run or a career center run, and shall be paid the route pay assigned to that particular run.
2. In the event a driver is scheduled for an extra trip which prevents the driver from driving a regularly assigned AM, PM, kindergarten or skill center route, the time prior to -

6:45 a.m. and after 8:30 a.m. (AM Route)

2:30 p.m. and after 4:15 p.m. (PM Route)

8:20 a.m. and after 9:35 a.m. (AM Skill Center take over)

10:30 a.m. and after 11:45 a.m. (AM Skill Center return)

11:35 a.m. and after 12:50 p.m. (PM Skill Center take over)

1:50 p.m. and after 3:05 p.m. (PM Skill Center return)

10:45 a.m. and after 12:30 p.m. (Kindergarten)

shall be paid at the established extra trip rate. The time between the start and end of the regular route shall be paid at the regular route rate.

3. Extra paid days -

Pre-school day (four (4) hours at extra trip rate). Paid for picking up and pre-tripping bus, reworking route maps, attending opening day meeting for staff and other pre-school items.

Once routes are finalized (September 30), each driver will provide the Transportation Assistant with an updated bus roster, map, and narrative description of the bus route. If additional rosters, maps or narratives are required, drivers will be compensated two (2) hours of extra trip pay.

Post-school day (six (6) hours at extra trip rate). Paid for washing interior and exterior of bus, turning in all records, reports, and summer repair list and other required items for end of year. Buses must be turned in within five (5) working days from the end of school in order to receive payment.

Drivers who choose not to wash their buses will not be eligible for post-school pay.

4. Driving time on overnight trips will be paid at the prevailing extra trip rate. Drivers involved in overnight trips shall receive the prevailing extra trip rate for the number of hours which he/she is gone with the exception of eight (8) hours of sleep time (11:00 p.m. to 7:00 a.m.), plus the cost of lodging and meals. Prior to reimbursement, receipts will be required of all lodging and meal expenses unless other arrangements are made. Lodging shall be a single room for the driver unless other arrangements are made with the driver.
  - a. Trips (including state athletic meets) consisting of two hours or less shall not remove a driver from the rotating seniority schedule for trips much longer in length and time.
  - b. Drivers will be assigned to athletic teams at the start of the school year on a seniority basis. The driver assigned will be responsible for that team assignment for the entire season, and upon completion will be placed at the bottom of the seniority list for the following year. Drivers on team assignments will not be eligible for other extra trip assignments until all other drivers have been asked to drive and none are available to do so.
    1. Team assignment shall include all interscholastic sports, subject to schedules as submitted by the Athletic Director.
  - c. Money spent for gasoline on long trips will be reimbursed the next day if a receipt is presented in the Superintendent's office. If arrangements are made prior to the trip, a check will be given to the driver.
5. In the event that no regular drivers are available for extra trip assignments, substitute drivers will be asked to drive.
6. On extra trips, if the mileage is excessive, the need for an additional driver shall be determined by the supervisor and the driver assigned to that trip.
7. Drivers who are learning routes, or are asked to ride buses in inclement weather, shall be paid at the established route pay.
8. A bus driver must have an AM & PM route to be eligible for a third route such as, but not limited to, career center and kindergarten routes. No driver will be permitted to have more than three (3) routes per day unless all drivers with two (2) routes decline a third route. Excluding extra trips.

#### ARTICLE VI - PROBATIONARY PERIOD

- A. A newly hired employee shall be on probationary status for forty-five (45) work days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, the employee's work performance is regarded as unsatisfactory by the employer, the employee may be dismissed without appeal. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

Evaluation: During their probationary period, employees shall within two (2) weeks of hire have a conference with their immediate supervisor laying out the expectations of the District for their employment. Between twenty-five (25) and thirty-five (35) days of employment, an evaluation of the probationary employee's job performance is completed with suggestions for areas of improvement. At forty-five (45) days a final evaluation of their job performance shall occur. All evaluations and suggestions for improvement shall be in writing.

- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the employee's name shall be entered on the seniority list.

#### ARTICLE VII - LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.
- B. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least fifteen (15) work days prior to the effective date of the layoff. The layoff notification does not apply where the layoff is due to an unanticipated occurrence, such as an emergency.
- C. In the event of a necessary reduction in work force, the Board shall layoff on a classification by classification basis. The Board shall first layoff probationary employees in the classification, then the least senior employees within the classification. In no case shall a new employee be employed by the Board in a classification while there are employees who are qualified for a vacant or newly created position who are on layoff from that classification. Qualified is defined as meeting the minimum requirements for the vacant or newly created position.
- D. In the event of a reduction in the work hours of an employee, the employee may claim seniority over another employee in the same classification for the purpose of maintaining his/her normal work schedule provided he/she has greater seniority than the employee he/she seeks to replace. The employee replaced shall be the least senior employee with sufficient hours in the classification.
- E. A laid-off Employee shall upon application, and at his/her option, be granted priority status on the substitute list for his/her classification according to his/her seniority.
- F. Laid off Employees shall be recalled in reverse order of layoff to positions for which they are qualified in the classification from which they were laid off or in classifications in which they have seniority. Qualified is defined as meeting the minimum requirements for the position.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employee's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Board notified as to

his/her current mailing address. A recalled Employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. If an employee declines recall or fails to report within the aforementioned time limits, this shall constitute his/her resignation from employment and forfeiture of his/her seniority and employment rights.

- H. A laid off Employee shall lose all recall rights in the event he/she is not recalled within one (1) year from the effective date of layoff.

#### ARTICLE VIII – SENIORITY

- A. Seniority shall be defined as the length of an employee's continuous and uninterrupted employment in a particular seniority classification from the employee's initial date of hire in such classification. Time spent on layoff or unpaid leave of absence shall not constitute interrupted employment, but shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. If an employee moves from one classification to another, his/her seniority in the classification from which the employee moves shall be frozen, rather than terminated, provided that there has not been a break in continuous employment.
- B. The employer shall prepare and maintain a seniority roster showing the length of service of each employee within the respective seniority classifications. Upon an offering of a position by the immediate supervisor seniority shall commence. For those employees offered a position on the same date, a random drawing will be conducted by the superintendent, or his/her designee and the employees affected to determine who is ranked higher on the seniority list except as provided elsewhere in this paragraph. However, a newly hired employee with recent substitute experience (within the last twelve months) at Marlette in the same classification shall be placed ahead of another new employee in the same classification who is hired on the same date.
- C. Termination of Seniority: Seniority shall be lost by an employee upon termination, resignation or retirement.

#### ARTICLE IX - LEAVE PAY

- A. Fifteen (15) days of sick leave shall be credited to a school year employee after reporting for their first day of work. All unused sick leave days in excess of ninety (90) days shall be returned to the employee at the end of the current school year on the basis of fifteen dollars (\$15.00) per day.
- B. Of the fifteen (15) days, two (2) days per year may be used for personal business.
- C. Sick leave days may be used for personal sickness, sickness in the family or time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
- D. Leave days shall be granted when the request has been made in writing to the Superintendent or designee through their immediate supervisor at least twenty-four (24) hours in advance, if possible. Leave time without twenty-four (24) hours notice may be granted at the discretion of the immediate supervisor. Such requests shall be considered on a priority basis as of time of receipt by the Superintendent or designee.

- E. Leave time shall be computed on a July 1 to June 30 year. New hires shall have leave time for their first year of employment prorated based on the July 1 to June 30 year.
- F. Leave pay shall not be granted for days when the employee is not scheduled to work.
- G. The Board reserves the right to require proof of illness if an employee's absence exceeds five (5) consecutive days for suspected abuse of sick leave.
- H. If an employee leaves the employ of the District after ten (10) consecutive years, unused sick days up to a total of one hundred five (105) days shall be reimbursed at the rate of fifteen dollars (\$15.00) per day.

#### ARTICLE X - JURY DUTY

- A. An Employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his/her full compensation for such time. Fees received for such duty (excluding mileage & meal allowance) shall be reimbursed to the School District.

#### ARTICLE XI - LEAVES OF ABSENCE - UNPAID

- A. Leaves of absence without pay or benefits not to exceed one (1) year or the length of the employee's seniority, whichever is less, without loss of seniority with accrual of seniority during the leave is available in accordance with Section B of this Article upon written request to the Superintendent.
- B. Reasons for Leaves of Absence are as follows:
  - 1. Infant Child Care Leave: Infant child care leave will be granted in accordance with Section A of this article.
  - 2. Upon the recommendation of a physician a health leave without pay shall be granted for prolonged illness of a father, mother, spouse, children, brother, sister, or the employee.
  - 3. Leaves for other purposes may be granted at the discretion of the Board upon written request to include but not be limited to:
    - a. Service in a governmental agency.
- C. Return from Leave of Absence:
  - 1. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
  - 2. An employee returning from an approved leave of absence shall be reinstated to the classification and position or comparable position he/she held when the leave began.
  - 3. An employee returning from an approved leave of absence shall be required to notify the Board in writing, of his/her intent to return at least fourteen (14) working days prior to the date of his/her return.

- D. Any employee who terminates employment in the school district to perform active services in the Armed Forces of the United States is entitled to re-employment rights in the position he/she vacates, or one of like status in accordance with State and federal law.

#### ARTICLE XII - HOLIDAYS

- A. Legal Holidays: Labor Day, Thanksgiving, Friday After Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, President's Day, Good Friday, Memorial Day.
- B. When a holiday falls on Saturday or Sunday, or there is school on one of those days, employees shall have the right to observe the holiday on the preceding Friday or the following Monday, or be compensated with one day of paid leave.
- C.

#### ARTICLE XIII - EVALUATION

- A. All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee. Any complaint brought against an employee shall be in writing and brought to the employee's attention within three (3) working days.
- B. Employee evaluation shall be by formal observation of employee work. Observation shall be for periods of time that accurately sample the employee's work. Each observation shall be preceded by not less than two (2) work days notice. Each employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. Work outside of the employee's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the employee's immediate supervisor or his/her designee.
- C. All evaluations shall be reduced to writing and a copy given to the employee within ten (10) work days of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, any deficiencies from previous evaluations shall be addressed and direction provided as to satisfactory/non-satisfactory completion.
- D. Following each formal evaluation, which shall include conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the employees' personnel file.
- E. At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.
- F. In the event a non-probationary unit member is not continued in employment, the Employer will advise the employee of the specific reasons thereof in writing. Any adverse evaluation may be referred to the Superintendent for investigation and a written report of said investigation shall be given to the employee within ten (10) work days of the referral to the Superintendent.
- G. Each employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this employee is \_\_\_\_ Satisfactory, \_\_\_\_ Unsatisfactory (check one)."

#### ARTICLE XIV - INSURANCE

- A. Support staff who are entitled to receive health insurance from the school district due to employment in one classification, are not entitled to the health insurance subsidy or the cash option that comes with employment in another job classification.
- B. If a driver reaches thirty-two and one-half (32.5) hours driving regular permanent routes, excluding extra trips and athletic trips, that driver shall constitute a full-time employee and will qualify for insurance benefits.

The Board agrees to pay for the purchase of an insurance plan (non-PAK) for full-time regular employees who submit the necessary applications for such coverage including a statement that the employee is not covered by hospitalization insurance by another source. Board paid MESSA insurance benefits can not be used for the purpose of an abortion. If application is not made by the end of the school year of hire for the health insurance, the employee will forfeit the benefit for that school year.

- B. All regular bus drivers will receive the following:  
Dental Insurance (Delta Dental 75% Class 1, 50% Class 2, 50% Orthodontic)

Any driver that has two regular runs will be provided five hundred dollars (\$500.00) per year towards health insurance or they will be offered a three hundred dollar (\$300.00) cash benefit. Any driver that has three regular runs will be provided one thousand dollars (\$1,000.00) per year towards the cost of health insurance or they will be offered a six hundred dollar (\$600.00) cash benefit. If application is not made by the end of the school year of hire for the health insurance or cash option benefit, the employee will forfeit the benefit for that school year.

All insurance coverage provisions shall be in effect September 1 through August 31.

- C. Life Insurance - \$20,000 Group Life coverage for regular drivers.
- D. Notwithstanding any provisions of this Agreement, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage and other matters. The Board, by payment of the premium payments required to provide the insurance coverage set forth in this article, shall be relieved from any and all liability with respect to the benefits provided by the insurance. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation. The Board shall also be relieved of any and all liability regarding disputes between staff or beneficiaries of staff and any insurance company. The insurance benefits provided by this article shall not begin until the staff has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligation to a staff for insurance coverage until the staff has been accepted for enrollment by the insurance carrier.

#### ARTICLE XV -INCLEMENT WEATHER/ACT OF GOD DAYS

- A. There will be two (2) days granted for inclement weather as specified by the Michigan State Aid Act (1986-87). If school begins late, or dismisses early due to inclement weather, the employee shall be compensated for the actual number of hours worked.
- B. After these two (2) days are exhausted, a make-up schedule as negotiated between the Board and the MEA shall be followed.

ARTICLE XVI - SAVINGS CLAUSE

- A. If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XVII - TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2002.
- B. The agreement cannot be terminated unless it is mutually agreed upon by the Marlette Board of Education and the Marlette Community Schools Support Staff – Bus Drivers. If either party desires to terminate this Agreement, both shall, sixty (60) 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 amendment or amendments desired. If notice of amendment of this Agreement has been in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without notifying or changing any of the terms of this Agreement.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to any address the Marlette Community Schools Support Staff – Bus Driver designee(s) or the Board may make available to each other.
- D. This Agreement shall be effective as of the date it was ratified by the Board. However, the salary schedules set forth in Schedule A shall be effective as of July 1, 1999.
- E. This Agreement shall be binding upon the parties hereto, their successor and assigns.

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

MARLETTE COMMUNITY SCHOOLS  
OF SANILAC, LAPEER AND TUSCOLA  
COUNTIES

MARLETTE COMMUNITY SCHOOLS  
SUPPORT STAFF – BUS DRIVERS

\_\_\_\_\_  
President

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Date

SCHEDULE A - SALARY SCHEDULES

- A. Step movement will be based upon the year of hire at July 1. For example, an employee hired in January 1996 would be moved to 2 years experience in July 1998 (1998-1996=2). An employee hired in November 1995 would be moved to 3 years of experience in July 1998 (1998-1995=3).

	1999-2000	2000-2001	2001-2002
Start-3 years			
4-6 years	10.35	10.71	11.09
7-9 years	10.56	10.93	11.31
10-12 years	10.66	11.03	11.42
13-15 years	10.87	11.25	11.64
16 plus years	10.97	11.35	11.75
Substitutes	11.07	11.46	11.86
Extra Week Day Trips	9.00	9.31	9.63
Weekend Trips (includes \$1.50 stipend)	8.82	9.12	9.43
Kdg Routes	10.32	10.62	10.93
Career Center Routes	13.07	13.52	13.99
	15.19	15.72	16.27

1. All routes are based on an hourly rate.
  2. All morning and afternoon routes are based on 1.8 hours.
  3. All kindergarten routes are based on 1.75 hours.
  4. All Career Center routes are based on 1.25 hours.
  5. Substitute drivers will receive 1.8 hours for morning and afternoon routes. After thirty (30) consecutive school days of driving the same route, a substitute driver will earn the Start - 3 years pay rate.
  6. Regular drivers driving a substitute route or double route, will receive their regular hourly wage.
  7. Substitute drivers for kindergarten and Career Center routes will receive the route pay for the assigned route.
  8. Regular drivers, who are employed in a special education route and sub on another route, will receive the regular rate of pay.
  9. Special education routes will be individually evaluated and the rate of pay determined by the Superintendent and Assistant Transportation Director.
- B. Payment to the Michigan Public Schools Employees Retirement System.
- C. Meetings requested by the supervisor will be paid at the extra trip rate.
- D. Leave Days and compensatory time accrued will be printed on the bottom of payroll checks.
- D. Annuities will be paid to specified companies, approved by the Board, as authorized by employees upon receipt of premium. An approved company shall have at least four (4) employees enrolled before seeking approval of the Board.

GRIEVANCE REPORT FORM

Marlette Community Schools

Grievance # \_\_\_\_\_

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Employee Group Representative
- 4. Employee

Building	Assignment	Name of Grievant	Date Filed
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STEP 1

A. Date Cause of Grievance Occurred \_\_\_\_\_  
B. 1. Statement of Grievance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by Supervisor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Position of Grievant and/or Employee Group

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP 2

- A. Date received by Superintendent or Designee \_\_\_\_\_
- B. Disposition of Superintendent or Designee \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

- C. Position of Grievant and/or Employee Group

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\_\_\_\_\_  
Signature Date

STEP 3

- A. Date received by Board of Education or Designee \_\_\_\_\_
- B. Disposition of Board \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

- C. Position of Employee Group

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\_\_\_\_\_  
Signature Date

**MARLETTE COMMUNITY SCHOOLS  
BUS DRIVER AGREEMENT  
CONTRACT ADDENDUM**

The following is to clarify language in the Marlette Community Schools Bus Driver Agreement (1999-2000/2000-2001/2001-2002), Article V, Section G, Item 2.

If an extra trip runs concurrently with a regular route, including pre-tripping another bus, the Superintendent agrees to look at each case individually to determine if this trip will fall into the five (5) hour trip clause for a paid meal. The Superintendent will review only those cases which are brought to his attention.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Bus Driver Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date