

AGREEMENT

between

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

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A,B,C,E,G,H,P - AFL-CIO**
(hereinafter referred to as the "Union")

BUS DRIVERS/BUS AIDES

July 1, 2009 – June 30, 2011

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and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A,B,C,E,G,H,P - 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, all bus aides, 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.
 - 0. Employees shall be deemed to be employees with in 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.
 - 1. 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 employee 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 from the appropriate classification, and designated Assistant Steward, whose identify 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, employee number, and classification.
- (d) 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.

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 neither to use such equipment, techniques, and procedures, provided, however, 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 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 Union shall appeal in writing to the Superintendent within five (5) working days of the date the decision of the Supervisor was due. The appeal shall state the reason or reasons why the decision of the Supervisor 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 Supervisor at a time mutually agreeable to all parties, but no later than ten (10) 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 Four:

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.

The arbitrator shall have no power or authority to:

- a. Hear any matter related to the dismissal or non-retention of a probationary employee.
 - b. Rule on any matter involving employee evaluation, except claims of violation of process or procedure. Employee has the right to add a rebuttal to his/her evaluation.
 - c. The content of any job description or posting, the qualifications or performance expectations required of any position.
 - d. Hear any matter that is pending or which may be brought before a state or federal agency until such time the process with the agency is complete.
 - e. Hear any matter prescribed by law over which the Board either has no power or discretion, provided the matter and/or its impact is not addressed specifically in the Agreement.
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 filed during the life of this Agreement shall be processed through the steps of this procedure, regardless of whether such time required may go beyond the expiration date of this Agreement.
- c. 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).
- d. 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 ninety (90) calendar days. If at any time prior to the completion of the ninety (90) calendar day probationary period, 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 or bus aide, as applicable.

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, unless the employees have seniority within another classification in the bargaining unit. Under these circumstances, the employee with other classification seniority shall be determined to be the more senior employee.

- (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 within the classification being reduced, with the employees having the least seniority in the affected classification laid off first. Recall shall be in reverse order of lay-offs within a classification. If a higher seniority employee has his/her hours reduced, that employee may choose to bump a lower seniority employee in the same classification. Kindergarten runs are treated separately.
- (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) Seniority shall be retained, but shall not accumulate, within a classification for an employee who transfers to another classification within the bargaining unit, with that employee having the right to exercise the seniority accumulated within a classification in the event that the employee becomes subject to Section (d) of this Article.
 - (h) A seniority list showing the employee's date of hire, seniority within classification(s), and accumulated sick days shall be furnished to the Union and each employee of the bargaining unit the first week prior to the beginning of school and the last week of the first semester.

ARTICLE XIV

ASSIGNMENT OF REGULAR RUNS

(a) Assignment of Regular Runs

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

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

4. Each employee shall be provided with a copy of all routes one (1) week prior to the bid meeting. (Moved from Article XVII, item [g]).
5. Temporary runs shall be considered permanent and shall be posted after a period of forty-five (45) working days.

6. For the purpose of payroll, all route times will be calculated within two weeks after the beginning of the school year, with route times at the start of the school year to be based on the previous year's time.

(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 classification and seniority, availability, and from those with less than six (6) hours regular runs.
 - a. Bids shall be submitted on a bid form provided by the Transportation Supervisor.
 - b. The employee within his/her classification successfully bidding a route must accept that route after a five (5) working day trial period.
 - c. If there are no biddings from bargaining unit members in the classification where the vacancy exists, the route may be awarded to a substitute.
2. Temporary vacancies shall be filled by regular employees in the classification where the temporary vacancy exists working less than six (6) hours per day based on seniority and availability. A vacancy shall be considered temporary for the duration of all compensable leave.
3. Emergency, temporary transfers may occur when documented conditions exist giving reason for the need to exchange runs or assignments. The Union shall be consulted prior to making such an exchange.
 - a. Emergency transfers instituted by the administration shall temporarily suspend the bidding and filling provisions of the Agreement.
 - b. Employees transferred to resolve another employee's emergency shall not suffer any loss in compensation. Furthermore, he/she shall be returned to his/her original run or assignment as soon as possible, but no later than the start of the next school year.
 - c. An employee directly involved in a situation causing an emergency transfer shall not suffer any loss in compensation unless the situation results in disciplinary action. However, this employee will be returned to his or her original run as long as the emergency situation exists. If this condition continues until the next school year, the administration will consult with the Union to determine the employee's regular assignment.
4. If a bargaining unit member is temporarily transferred to another seniority classification, he/she shall be paid the greater of: (a) his/her current rate; or (b) the rate of the classification to which he/she is temporarily transferred.

ARTICLE XV

ASSIGNMENT OF EXTRA RUNS

- (a) Extra runs shall be assigned by seniority on a rotating basis among bargaining unit members in the bus driver classification who have a regular run.
1. Bus drivers will not be allowed to donate their time for any extra runs utilizing school owned bus for a school related activity.
 2. Extra trips will normally be posted on the employee bulletin board by 7:00 a.m. on Tuesday for the following calendar week (Sunday through Saturday). Bus drivers desiring runs must sign list and return completed trips sheet by 7:00 a.m. on Thursday.
 3. The extra trip rotation list shall be based on:
 - a. Seniority within the bus driver classification at the beginning of each school year, with the most senior driver having the first choice of all available extra trips.
 - b. The last bus driver to take a trip during the calendar week shall be considered at the bottom of the list for the next calendar week's rotation. Runs will continue to be assigned based on this rotating seniority basis throughout the school year.
 - c. If all regular bus drivers have "passed" on a trip during the calendar week and the trip is assigned to a substitute bus driver, the last bus driver to pass shall be considered at the bottom of the list for next calendar week's rotation.
 - d. "Passing" on trips shall be equivalent to accepting trips for the purpose of this rotation.
 - e. During the first week of school, any extra trip occurring during regular run times will be assigned to a substitute bus driver to allow bus drivers to appropriately establish routes and stop times.
 - f. Extra trips during the summer will be assigned according to the same process for those bus drivers who indicate interest in summer trips.
 - g. Last minute trips will be assigned based on the above process, but will not affect the regular rotation for the following calendar week.
 4. Bus 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. If a trip is cancelled, the bus driver shall be paid for two (2) hours at the extra trip rate of pay. Weather related cancellations are excluded from this provision.

6. If an extra trip is postponed and rescheduled within the same calendar week, the bus driver scheduled for that trip shall have the option of two (2) hours regular trip pay or accepting the rescheduled trip.
7. Mid-day runs vacated by a bus driver taking an extra trip, or by absence, will be assigned on a rotating basis as described in Section (a)3.
8. Overnight trips shall be paid at the rate of one hundred twenty dollars (\$120.00) 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 bus drivers upon properly dated and certified receipt for such. In addition, a meal allowance of twenty-two dollars (\$22.00) 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. Bus drivers shall be paid double time for all hours worked on Sunday.

Further, the overnight meal allowance rate (\$22.00) 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.

For purposes of determining hours worked in a given week, non-drive time shall be considered an allowance as opposed to compensation for hours worked. However, for trips of eight (8) hours or more, a maximum of three (3) hours of non-drive time may be counted as hours worked for calculation of overtime.

9. Whenever a bus 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 bus 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 inside and 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. This provision does not apply to the assignment of bus aides.
- (f) Drivers may bid on only one (1) kindergarten run.

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 an employee 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 employee, parents, and others, the employee may request the presence of the Steward.
- (f) Drivers shall perform their duties as outlined in "The Michigan School Bus Drivers Manual"; and all employees shall follow the rules and regulations of the Marshall Public Schools.
- (g) Dress Code

As a representative of the Marshall Public Schools, while performing duties, employees 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

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 bus drivers will be credited to the employee's record, and may be accumulated to a maximum of one hundred fifty (150) days.
3. Any of the allowed days not used by the bus aides will be credited to the employee's record, and may be accumulated to a maximum of the allowable days earned for a single work year, as follows:
 - a. School-year bus aides can accumulate ten (10) days.
 - b. Year-round bus aides can accumulate twelve (12) days.
4. 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.
5. 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

In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Worker's Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. Employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular salary for the first ten (10) consecutive calendar days following the date of injury.

Beyond the tenth (10th) day, and through the first year, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular weekly income to the extent, and until such time as, such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a pro-rata basis computed on the relationship of the differential pay to their regular weekly pay.

(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, children-in-law, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, and grandparents. Additional time off to attend funerals requiring distant travel may be granted without pay.

(d) Personal Days

Unused personal days shall be converted to accumulated sick leave days at the end of each school year. 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 vocational. 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 employee in the bus driver classification 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) Retirement

1. Employees in the bus driver classification who have completed at least fifteen (15) years of continuous service with Marshall Public Schools, and who retire under the provisions of the Michigan Public School Employees Retirement System, shall be eligible for a lump sum payment as described in Section 2. If an eligible employee has completed five (5) years of continuous service with Marshall Public Schools, and retires under the provisions of the Michigan Public School Employees Retirement System applicable to MIP members who are at least age sixty (60), and have five (5) years of service, the employee shall also be eligible for this benefit.
2. Payment shall be equal to fifty dollars (\$50.00) for each full year of service from date of hire in the bargaining unit in the bus driver classification, up to a maximum of one thousand dollars (\$1,000.00) [prorated for less than six (6) hour drivers]. However, an employee in the bus driver classification accumulating a minimum of sixty (60) days of accumulated sick leave will also receive payment equal to fifty percent (50%) of the employee's daily rate of pay for each sick day accrued at the time of retirement, to a maximum payment of two thousand five hundred dollars (\$2,500.00) [prorated for less than six (6) hour 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) 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.

(i) Family Medical Leave Act

Pursuant to the Family and Medical Leave Act, an employee who has been employed at least twelve (12) months, and worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) month period, is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay, but with group health coverage maintained, for one (1) or more of the following reasons:

1. Due to the birth of the employee's child in order to care for the child;
2. Due to the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. Due to a serious health condition that renders the employee incapable of performing the function of his or her job.

A serious health condition is defined by the law as an illness, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this Section.

To be eligible for an FMLA leave, an employee must have been employed for at least twelve (12) months, and for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. Elected supplementary insurance coverage may be continued by the employee prepaying the premium cost to the business office of the school district, which will then make payment of the premium to the insurance company.

Paid leave available to the employee under the terms of the Agreement, and used by the employee for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of the FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leave shall be subject to and administered in accordance with the FMLA and its implementing regulations.

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. Employees shall be given a copy of the complaint in the event the complaint results in disciplinary action being taken against the employee.

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 chauffer's, passenger, and air break endorsements. The Board shall immediately reimburse each driver the full cost of the license fees. 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 (25) dollars 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 withhold and remit the mandatory MIP employee contribution, which is as follows:
 - Three percent (3%) of the first five thousand dollars (\$5,000.00), up to one hundred fifty dollars (\$150.00);
 - One hundred fifty dollars (\$150.00), plus 3.6% of compensation between five thousand dollars (\$5,000.00) and fifteen thousand dollars (\$15,000.00), up to five hundred ten dollars (\$510.00);
 - Five hundred ten dollars (\$510.00), plus 4.3% of compensation over fifteen thousand dollars (\$15,000.00).
- (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, and are at least three (3) hours in duration, shall entitle the driver to a meal allowance of eight dollars (\$8.00) per meal. Drivers must submit an allowance request to the supervisor no later than the employee's next scheduled work day following the trip.

- (g) Scheduled hours of student instruction and/or teacher attendance that are cancelled resulting in less than the State required number of hours of instruction currently set at one thousand eighty (1,080), 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) Employees 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.
- (j) Drivers may use sick days to supplement any snow days in excess of three (3) snow days each school year.

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 Eve 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.

Section Four:

The Friday before Labor Day is an unpaid holiday. However, employees in the bus driver classification wishing to work on this day will be allowed to work a maximum of three (3) hours. Pay will be at the employee's regular rate. Duties to be performed by employees on this day will be determined by the Employer.

ARTICLE XXIV

VACATIONS

- (a) Each employee covered by this Agreement, shall receive an earned vacation as follows:

<u>Years of Service</u>	<u>Days with Pay</u>
After 1-4 years	Five (5) Days
After 5 years	Ten (10) Days

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

- (b) Vacations must be taken during periods where the employee is not scheduled so that substitute costs are not incurred. An employee 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.

ARTICLE XXV

LONGEVITY

- (a) Longevity payments for employees in the bus driver classification will be made according to the following schedule:

Four (4) to Eight (8) Years	\$400.00
Nine (9) to Twelve (12) Years	\$525.00
Thirteen (13) Years and Over	\$630.00

- (b) Longevity payments for employees in the bus aide classification will be made according to the following schedule:

Six (6) to Ten (10) Years	\$365.00
Eleven (11) to Fourteen (14) Years	\$487.00
Fifteen (15) Years and Over	\$575.00

- (c) The longevity to which an individual is entitled shall be determined by the number of years the employee has completed in the job classification by November 1st of each year. Employees identified in the October 25, 2006, Letter of Agreement One, will be entitled to longevity payments based on the number of years the employee has completed with Marshall Public Schools.
- (d) Longevity payments shall be paid in a lump sum on or before the first (1st) day of December. Longevity will be prorated only in cases of retirement or death. Longevity payments will be made on the basis of the employee's assignment as of November 1st.

ARTICLE XXVI

INSURANCE

- (a) As described in the Marshall Public Schools Cafeteria Benefits, Medical Expense Reimbursement and Dependent Care Assistance Plans, the Board shall provide each full-time (six (6) hours regularly scheduled time or more per day) employees in the bus driver classification the following health insurance coverage for each employee and his/her eligible dependents. Further, the cafeteria benefits, medical expense, and dependent care assistance plans shall comply with the current IRS code.

Blue Cross Blue Shield, Flexible Blue Medical Coverage with Flexible Blue Prescription Drugs, and the following optional riders:

- Rider FB –C0%-P, 20% NP
- Rider FB – CMI000/2000-P, 2000/4000-NP
- Rider FB – OCSM-24
- Rider FB – RMI00 and Rider FB – PC 500M
- Rider FB RX-PD-GB\$10.00/\$50.00 Mail Order 2X and Rider PRX-MM
- Rider CI, Rider PCD2 and Rider PD-CM

This plan has a \$2,000/\$4,000 medical/drug deductible; \$1,250/\$2,500 medical/drug deductible to be funded by a Health Savings Account with the remaining medical/drug deductible of \$750/\$1,500 funded through a Health Reimbursement Account (HRA) as noted below. After the deductible, the plan pays 100% for in-network providers, 80/20 for out-of-network providers, and has a \$10.00/\$60.00 drug co-pay, with a \$1,000/\$2,000 maximum out-of-pocket cost (for prescription drug copays only) to be funded by the Health Reimbursement Account as noted below. There is also a \$500.00 preventative care rider per member, per calendar year, with this plan.

The plan has a Health Savings Account (HSA) with a Board contribution of \$1,250 for single subscribers, and \$2,500 for two person or full family subscribers. In addition, the Board will contribute \$1,750 maximum for single subscribers (\$750 medical/drug deductible and \$1,000 prescription drug copay) and \$3,500 maximum for two person or full family

subscribers (\$1,500 medical/drug deductible and \$2,000 prescription drug copay) to a Health Reimbursement Account (HRA).

The Board shall deposit \$1,250 (single) or \$2,500 (two person or full family coverage) into driver's Health Savings Account (HSA) in semi-annual installments on July 1st and January 1st. The financial institution receiving the HSA deposit will be designated by the Board. The Board will be responsible for any administrative fees imposed by that financial institution for issuance of the HSA debit card to the driver.

If the Blue Cross/Blue Shield high deductible health plan is initially implemented at a time other than January 1st, or the driver becomes initially enrolled in such plan after January 1st in any calendar year, the Board shall administer a Health Reimbursement Account (HRA) from which the Board shall satisfy the Blue Cross/Blue Shield deductible for the remainder of that calendar year (i.e., until the HSA contribution is made). Reimbursement to employees under the HRA shall be limited to the Blue Cross/Blue Shield HSA deductible amount, and must be supported by documentation sufficient to meet IRS standards.

If the eligible employee in the bus driver classification is age sixty-five (65) and eligible for Medicare, the employee is not legally eligible for HSA contributions. Accordingly, the Board shall administer a Health Reimbursement Account (HRA) from which the Board shall satisfy the Blue Cross/Blue Shield deductible. Reimbursement to employees under the HRA shall be limited to the Blue Cross/Blue Shield HSA deductible amount, and must be supported by documentation sufficient to meet IRS standards.

Beginning July 1, 2010, the Board will pay an amount equal to the 2009-2010 plan costs minus the 2009-2010 driver monthly contributions toward that premium. The Board will also pay the first ten percent (10%) of any potential monthly increase for 2009-2010, and will accrue its monthly contribution across plan years. Drivers will pay the remainder of any increase, and will accrue their monthly contribution across plan years. Driver's monthly contributions shall be automatically deducted from their pay as pre-tax dollars.

For 2009-2010, the Board and bus driver monthly contributions calculate as follows:

Plan	Employer Share	Employee Share
Single	561.43	52.04
2-Person	1,247.63	70.21
Full Family	1,383.15	98.26
Full Family w/1 Family Continuation	1,545.97	117.18

For those bus drivers working less than six (6) hours, the Board shall provide on a pro-rata basis, the health insurance plan as defined above. The employee is responsible for all additional premium amounts, which shall be payroll deducted as pre-tax dollars.

- (b) Bus drivers not wishing to make use of the health insurance coverage as described in (a) above, may apply one hundred fifty dollars (\$150.00) per month (pro-rated) toward other available non-taxable 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) Bus drivers 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) Bus drivers 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 in the bus driver classification, 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 forty dollars (\$40.00) 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 twenty-five dollars (\$25.00) 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.
- (g) The Board agrees to provide to each full-time (six (6) hour regularly scheduled time or more per day) bus driver, vision coverage through a Health Reimbursement Account whereby eligible vision expenses will be submitted to a third party administrator for reimbursement. The calendar year benefit shall not exceed one hundred fifty dollars (\$150.00). For those drivers working less than six (6) hours, the Board shall provide this benefit on a pro-rata basis.
- (h) The Board agrees to provide each full-time (six (6) hour regularly scheduled time or more per day) bus driver, five thousand dollars (\$5,000.00) of group term life insurance, including a double indemnity provision for Accidental Death and Dismemberment.
- (i) The Board agrees to provide each full-time (six (6) hour regularly scheduled time or more per day) bus aide, ten thousand dollars (\$10,000.00) of group term life insurance, including a double indemnity provision for Accidental Death and Dismemberment.
- (j) Bus aides working three (3) or more hours per day shall receive forty dollars (\$40.00) per month, less the Employer's FICA contribution, for the purchase of other nontaxable options as provided in the district's Section 125 Plan.

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, 2009, and shall remain in full force and effect until June 30, 2011. Provisions of this Agreement relating to bus aides shall be in effect as of May 1, 2007, and shall remain in full force and effect until June 30, 2009. The contract shall be re-opened annually during this period for the purpose of renegotiating salary and insurance benefits only.
- (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 day's 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 324, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board, addressed to Marshall Public Schools, 100 East Green, Marshall, Michigan 49068, or to any other address the parties may make available to each other.

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

International Union of
Operating Engineers,
Local 324, AFL-CIO

Marshall Public Schools

Business Manager

President

President

Recording Corresponding Secretary

Recording Corresponding Secretary

SCHEDULE A

WAGES – BUS DRIVER CLASSIFICATION

EFFECTIVE JULY 1, 2009

	Hourly Probationary Rate	Hourly Regular Rate
Regular Route	\$11.83	\$15.85
Extra Trips	\$8.62	\$12.40
Schooling & Related Work	\$8.62	\$11.62

Wage increase for 2010-2011 will be equal to the Marshall Teachers Association, but no less than zero percent (0%).

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 will be rounded up to the nearest quarter (1/4) hour

WAGES – BUS AIDE CLASSIFICATION

EFFECTIVE JULY 1, 2009

	Hourly Probationary Rate	Hourly Regular Rate
Regular Route	\$10.79	\$12.96
Schooling & Related Work	\$10.79	\$12.96

Wage increase for 2010-2011 will be equal to the Marshall Teachers Association, but no less than zero percent (0%).

APPENDIX A

MARSHALL PUBLIC SCHOOLS CLASSIFIED EMPLOYEE CONDUCT RULES AND REGULATIONS (STANDARDS OF CONDUCT)

Marshall Public Schools reaffirms and establishes the following employee conduct rules. The offenses/infractions described below are not to be interpreted as all inclusive, and do not preclude disciplinary action for other conduct violations.

The Board of Education believes that the great majority of its employees will abide by these rules and all other proper standards of conduct. Accordingly, this Appendix is designed to work in tandem with the provisions delineated in Article XII of this Agreement. An employee who fails to maintain proper standards of conduct at all times, or who violates any of the following rules, shall subject himself or herself to the disciplinary action below:

1. Category A Offenses

The following violations shall be causes for disciplinary action, up to and including immediate discharge and referral for prosecution when appropriate. Where an employee is suspended, but is not discharged, for a Category A offense which occurs after July 1, 2005, that violation shall be regarded as the Second Violation for purposes of applying the progressive discipline sequence set forth in Category B, below:

- A. Theft of private or public property, including property of fellow employees.
- B. Removing school property, records, or other materials from the schools without proper authorization.
- C. Falsification of records or reports, including personnel, absence, sickness, and work records.
- D. Deliberate destruction or abuse of school property, tools, or equipment.
- E. Possession, distribution, or use of intoxicants, controlled substances while on school property, at a school activity, or performing a school function.
- F. Causing, leading, or engaging in a strike, walkout, or other work stoppage, slow down, or interference with work.
- G. Bringing firearms or weapons of any kind onto school property, or carrying same on school property.
- H. Insubordination, including use of profane or threatening language, to a school official or other supervisor.
- I. Gambling, lottery, or any other game of chance on school property during working hours.

- J. Smoking or striking matches in restricted areas.
- K. Fighting on school property or threats of physical violence to others.
- L. Conviction of any felony or circuit court misdemeanor.
- M. Conviction of any misdemeanor involving moral turpitude, conversion, or embezzlement.
- N. Conviction of any job related major traffic violation, such as reckless driving, operating a vehicle while under the influence of liquor, or operating a vehicle while ability is impaired.
- O. Violation of any safety rules or safety practices, or engaging in any conduct which tends to create a safety hazard, including failure to use or wear safety equipment furnished by the school.

2. Category B Offenses

First Violation	Written reprimand
Second Violation	Two (2) day disciplinary suspension, without pay
Third Violation	Ten (10) day disciplinary suspension, without pay
Fourth Violation	Discharge

A category A offense which occurs after July 1, 2005, and which resulted in suspension rather than discharge, shall be regarded as a Second Violation for purposes of subsequent discipline for a Category B offense.

- A. Unexcused absence or tardiness.
- B. Excessive absenteeism or tardiness.
- C. Failure to be at workstation, ready to work at starting time.
- D. Horseplay, scuffling, running (except in emergencies), throwing objects, or interfering with other employees on the job.
- E. Threatening, intimidating, coercing, or interfering with the work of other employees.
- F. Vending, soliciting, collecting of funds or distribution of literature in working areas during employee's on-duty time.
- G. Defacing bulletin boards and notices, or unauthorized posting or removal of notices.

- H. Visiting, loitering, or wasting time.
- I. Punching another employee's time card.
- J. Failure to report injuries or accidents to the employee's immediate supervisor.
- K. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
- L. Leaving work areas, department, or school during working hours without permission.
- M. Stopping work before break time, lunchtime, wash-up time, or quitting time.
- N. Failure of employee waiting for shift change to remain in school designated area until time to go to work.
- O. Discourtesy to other employees, supervisor, or visitors to the school.
- P. Littering or poor housekeeping.
- Q. Failing to "punch in" or "punch out" whenever reporting to work and leaving the school, or failing to punch out promptly upon completion of overtime.
- R. Failure to maintain required standards of satisfactory work.

Any four (4) violations of Category B offenses, or combination of violations, even though they take place during one (1) given incident, shall count as separate violations in the due process procedures outlined.

After seven (7) years, a Category B offense shall no longer be considered a violation for purposes of administering progressive discipline.

Within thirty (30) days written notice to the Union, additional rules may be established.

LETTER OF AGREEMENT ONE

between

MARSHALL PUBLIC SCHOOLS

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, E, G, H, P - AFL-CIO**

OCTOBER 25, 2006

The Marshall Public Schools Board of Education, and the International Union of Operating Engineers, Local 324 - A, B, C, E, G, H, P – AFL-CIO, agree the following employees shall continue to be entitled to longevity payments under Article XXV, based on the number of years of service the employee has completed with Marshall Public Schools.

Employee	Date of Hire
Laura Behl	8/23/89
Jack Ladd	8/26/03
Tiffany Metzger	8/24/00

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

MARSHALL PUBLIC SCHOOLS

Business Manager

President

Recording Corresponding
Secretary

President

Recording Corresponding
Secretary

LETTER OF AGREEMENT TWO

between

MARSHALL PUBLIC SCHOOLS

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, E, G, H, P – AFL-CIO**

OCTOBER 25, 2006

The Marshall Public Schools Board of Education, and the International Union of Operating Engineers, Local 324 – A, B, C, E, G, H, P – AFL-CIO, agree, in order to bring resolution to the matter of the 2005 insurance deduction error, that employees will be responsible for three (3) months of the error, up to a maximum of three hundred dollars (\$300.00), with the board responsible for the other three (3) months, plus any amount in excess of the three hundred dollar (\$300.00) employee maximum.

This letter of Agreement shall not constitute the establishment of any precedent, custom and/or binding condition with respect to future interpretation, enforcement of application of the Collective Bargaining Agreement between the Board and the Union, or any such successor collective bargaining agreement.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

MARSHALL PUBLIC SCHOOLS

Business Manager

President

Recording Corresponding
Secretary

President

Recording Corresponding
Secretary

LETTER OF AGREEMENT THREE

between

MARSHALL PUBLIC SCHOOLS

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, E, G, H, P – AFL-CIO**

JANUARY 14, 2007

The Marshall Public Schools Board of Education, and the International Union Of Operating Engineers, Local 324 – A, B, C, E, G, H, P – AFL-CIO, agree that Cheryl Richards has been employed as a year-round bus aide since April 16, 1993, and was afforded benefits commensurate with the bus driver classification. It is also agreed that she will continue to be entitled to this level of benefits as long as she remains continuously employed with the district.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

MARSHALL PUBLIC SCHOOLS

Business Manager

President

Recording Corresponding
Secretary

President

Recording Corresponding
Secretary