

AGREEMENT

between

MARSHALL PUBLIC SCHOOLS
BUS DRIVERS/BUS AIDES

100 East Green
Marshall, Michigan 49068

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324

500 Hulet Drive
Bloomfield Township, Michigan 48302

July 1, 2019 – June 30, 2021

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A G R E E M E N T

This Agreement is made and entered into on July 1, 2019 between Marshall Public Schools (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 324 (hereinafter referred to as the “Union”)

ARTICLE I PURPOSE AND INTENT

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

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 1 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 2 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 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 III 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 IV 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 V STEWARDS

- A. Employees may be represented by one (1) Chief Steward from the appropriate classification, and designated Assistant Steward, whose identity shall be made known to the Employer.
- B. The Steward may investigate and present grievances to the Employer after arrangements have been made with their supervisor, which arrangements shall not be unreasonably withheld. This privilege shall not be abused.
- C. Any new employee shall be introduced to the Chief Steward to be added to the Steward's record and shall be supplied the following information within the employee's first (1st) week of employment: name, address, 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 VI 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 VII
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 VIII
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 IX
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 1

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 2

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 3

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 4

1. If the grievance has not been settled at Step 3, 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.

D. 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 3.
- 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 X
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 XI
SENIORITY**

- A. A newly hired employee shall be on a probationary status for sixty (60) work days. A “work day” shall be defined as completing a regular run, or a portion of a regular run. No more than one (1) work day may be accrued on a given calendar day. Newly hired employees into the bargaining unit shall complete thirty (30) work days prior to being eligible for extra run assignments.

If at any time prior to the completion of the sixty (60) work 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.

- 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 bargaining unit member fills in on runs, such runs shall be counted as work days for the purpose of completing their probationary status and 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 XII 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 thirty (30) working days.
6. For the purpose of payroll, all route times will be calculated within two (2) 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.

E. *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 XIII
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 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.
 - h. Emergency trips will be assigned on immediate availability of a driver. Assignment of an emergency trip 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 one (1) week.
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. Late night/back to back trips: For safety purposes and at the District's discretion, a driver who is assigned back to back (day to day) extra trips that result in returning after 11:00 p.m., may be removed from his/her morning regular run. When a driver is removed from their regularly scheduled morning route, 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 XIV 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 XV
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 XVI
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 XVII
LEAVES**

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

A. Sick Leave

1. Employees will be provided with nine (9) days of sick leave per year with pay, beginning in September. Sick leave days will be given on a prorated basis to employees who are not under contract for a full year. Newly hired employees must complete their probationary period before use of sick leave. Sick leave will accrue during their probationary status.
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.

An employee shall be granted one (1) day to attend the funeral of persons whose relationship to the employee warrants. Such day will be deducted from the employee's accumulated sick leave.

D. 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.

3. To be eligible for the retirement benefit payouts the employee must give a minimum of 30 day's notice to the district. Unless documented extenuating health circumstances exist.

E. 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.

F. Personal Days

Employees shall receive four (4) days, not to be used before or after a scheduled holiday/break period, unpaid leave, recess period, and/or the month of May and shall not be used as activities normally considered as vacation. An employee shall give the supervisor at least forty-eight hours (48) advance notice with approval at the discretion of the supervisor provided appropriate coverage is available for the employee's leave. Up to two (2) days may be applied towards snow days with no restrictions. Additionally, no more than two (2) consecutive days may be used at any given time. Unused personal days will be carried over to the next year as sick days.

G. Sick Days

Employees shall receive 9 sick days per calendar year.

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 worked 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 XVIII 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 XIX 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 XX 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, as defined by the Michigan Public Schools Employee Retirement System (MPSERS) (<http://www.michigan.gov/orsschools>)
- 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 four (4) 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.

*Normal Meal Period Eligibility:

- Out before 9 a.m. (1 Meal – Breakfast)
- Out between 12:00 p.m. and 1:00 p.m. (1 Meal – Lunch)
- Out after 7:00 p.m. (1 Meal – Dinner)

- 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 two (2) snow days each school year.

**ARTICLE XXI
HOLIDAYS**

Section 1 The following days shall be recognized and observed as paid holidays:

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

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

Section 2 In addition, the following holiday-related time off with pay will be granted:

Friday after Thanksgiving
Day before Christmas
Good Friday

Good Friday – In the event Good Friday is scheduled for student instruction, an alternate non-instructional day will be substituted for holiday pay.

Section 3 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 4 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.

Section 5 In the event there is an extended and continuous break in service (at least six weeks) from an employee's regular route, an employee shall not be eligible for holiday pay that occurs within that period of non-service. Should a holiday fall on a day that a less than full year employee is not regularly scheduled to work but is scheduled and works their regular route the week of the holiday, the employee shall receive holiday pay.

**ARTICLE XXII
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	Four (4) Days
After 5 years	Nine (9) Days

Vacation will be awarded annually on July 1. Employees earning vacation upon their first anniversary date will be eligible for vacation, prorated from the date of first anniversary to June 30.

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 XXIII
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 Years	\$525.00
Thirteen (13) Years and Over	\$630.00
Twenty (20) Years	\$750.00

- 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 XXIV
INSURANCE**

- A. The Board shall provide for all drivers with a regularly scheduled route six (6) or more hours daily for the full school year shall be offered a health insurance plan. The Board's annual contribution for health insurance will be capped in accordance with Public Act 152. Hard cap allowance rates shall be established by the Department of Treasury annually October 1 with rates effective the succeeding calendar year.

Effective July 1, 2019, the Board's contribution towards health insurance costs shall be as outlined below:

Eligible Drivers Hired Prior to July 1, 2018 (Grandfathered)

Single	\$6,685.17
2 Person	\$13,980.75
Family	\$18,323.31

Eligible Drivers Hired July 1, 2018 or After

Single	\$6,685.17
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The Board's contribution towards health insurance costs for Calendar year 2020 (effective January 1, 2020) shall be in accordance to the established rates by the Department of Treasury.

Eligible members may elect from the following plan options:

1. Messa Choices – \$500/\$1,000 deductible
2. Messa Choices - \$500/\$1,000 deductible with 20% Co-Insurance
3. Messa ABC Plan 1 - \$1,300/\$2,700* deductible with Health Savings Account
4. Messa ABC Plan 2 - \$2,000/\$4,000* deductible with Health Savings Account

*Plan is deemed a high deductible plan subject to IRS regulations for Health Savings Account and is subject to change based on such regulations.

For those bus drivers working less than six (6) hours per day or less than the full school year calendar, the Board shall provide on a pro-rata basis the health insurance plan. Pro-ration will be determined by dividing into six (6) times the number of planned school days per the Board approved calendar, the lesser of either the sum of the projected regular daily run hours or six (6) hours per day times the number of scheduled work days for the school year. This formula will be applied for each work day (regular run) scheduled for the school year. The employee will be responsible for all additional premium amounts, which shall be payroll deducted as pre-tax dollars. Employee share is dependent upon the plan they choose and the corresponding premium and deductibles.

- B. Bus drivers not wishing to make use of the health insurance coverage as described in (a) above, may apply two hundred dollars (\$200.00) per month (pro-rated for less than full time) 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.
- G. Effective January 1 2020, the Board agrees to provide each full-time (six (6) hour regularly scheduled time or more per day) bus driver, ten thousand dollars (\$10,000.00) of group term life insurance, including a double indemnity provision for Accidental Death and Dismemberment.
- H. The Board agrees to provide each full-time (six (6) hour regularly scheduled time or more per day) bus aide, ten thousand (\$10,000.00) dollars of group term life insurance, including a double indemnity provision for Accidental Death and Dismemberment.
- I. Bus aides working three (3) or more hours per day shall receive forty (\$40.00) dollars 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 XXV
BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXVI
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.

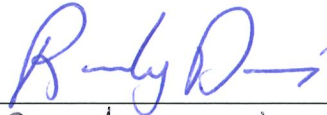
ARTICLE XXVII TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2021. Provisions of this Agreement relating to bus aides shall be in effect as of July 1, 2019, and shall remain in full force and effect until June 30, 2021. 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, 500 Hulet Drive, Bloomfield Township, Michigan 48302, 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.
- F. An emergency manager may be appointed under the local government and school district Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

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

MARSHALL PUBLIC SCHOOLS.
100 East Green
Marshall, Michigan 49068


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




Dr. Randy Davis
Superintendent




Douglas W. Stockwell
Business Manager




Bill DeSmet
Board President



Kenneth D. Dombrow
President



Lise Middleton
Board Secretary



Jeff McCarthy,
Recording-Corresponding Secretary

Date: _____

Date: 11/04/19

SCHEDULE A

WAGES – BUS DRIVER CLASSIFICATION

EFFECTIVE JULY 1, 2019

	Hourly Regular Rate
Regular Route	\$17.00
Extra Trips	\$12.99
School & Related Work	\$11.93

Reopener for wages and insurance for 2020-2021

Newly hired permanent drivers who regularly and continuously worked as a substitute driver for Marshall Public Schools without gap in employment from substitute status to permanent status, and who have logged in a minimum 180 regular route hours, may be eligible for a wage equal to the regularly hourly rate of pay; eligibility shall be subject to Transportation Director recommendation. The driver shall continue to serve and remain on probationary status for the minimum (60) days as defined in Article XIII, Section A.

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, 2019

	Hourly Regular Rate
Regular Route	\$13.50
Schooling & Related Work	\$11.93

Reopener for wages and insurance 2020-2021

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.
- S. Profanity and/or conversations of a sexual content or graphic violence with or around students.

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.