

PELLSTON PUBLIC SCHOOLS

*Master Agreement*

*between the*

*Bus Drivers' Association*

*and the*

*Board of Education*

July 1, 2008-June 30, 2010

PELLSTON PUBLIC SCHOOLS  
Pellston, Michigan

**WORKING AGREEMENT FOR BUS DRIVERS**  
**2008-2010**

**ARTICLE I**

**Purpose and Recognition**

**Section 1. Purpose.** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer and the Employee.

**Section 2. Recognition.** The Board of Education recognizes the Bus Drivers and/or their designated representative(s) as the exclusive bargaining representative(s) of all those assigned as bus drivers in the Pellston Public Schools.

**Section 3. Employee Defined.** The word "employee" shall mean all regular bus drivers, vocational education bus drivers, and special education bus (van) drivers, but excluding all substitute drivers, bus mechanic and all other employees of Pellston Public Schools. The word "designee" shall mean the Transportation Secretary or principal/Superintendent in the absence of the Secretary.

**Section 4. Limitations.** The Employer agrees not to negotiate with any organization representing bus drivers other than the designated representative(s) of the bus drivers for the duration of this agreement.

**ARTICLE II**

**Employer Rights and Responsibilities**

**Section 1. Board Rights.** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, with limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To establish, modify or eliminate bus routes.

**Section 2. Board Responsibilities.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therefore, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

## ARTICLE III

### Bus Driver Rights and Responsibilities

**Section 1. Bus Drivers' Rights.** The Bus Drivers shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- A. **Meeting Facilities.** Bus Drivers may use school buildings for meetings, provided that the meetings do not conflict with employee hours of employment and do not interfere with the primary educational use of the facilities. Requests for meetings shall be directed to the Office of the Superintendent or the Superintendent's designate.
- B. **Bulletin Boards.** The Employer shall provide bulletin board space in the Bus Garage where official notices, seniority lists, and other pertinent information may be posted for the drivers; provided, however, that in no event shall controversial material or anything derogatory to the Employer or any employee be placed or be allowed to remain on such bulletin board.

**Section 2. Association Responsibilities.** The Bus Drivers shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

- A. **Employee Representation.** The employees covered by this Agreement may be represented by a two- (2-) person "Executive Committee" and hereby authorize the committee to act on their behalf. It is understood and agreed that the Executive Committee shall have the responsibility and authority to administer the provisions of this Agreement. These Executive Committee elections will be conducted during the first week of school.

## ARTICLE IV

### Employee Conduct and Discipline

**Section 1. Discipline.** The employer shall have the right to discipline an employee. All disciplinary action shall be corrective in nature and will be done so as to not cause the employee embarrassment before fellow employees or the public.

**Section 2. Procedure.** The normal disciplinary procedure shall consist of the following, however, nothing in the aforementioned shall preclude the employee from moving to an advanced step depending on the seriousness of the offense: a) verbal, b) written, c) suspension, d) discharge.

**Section 3. Notice.** The Executive Committee must be notified in writing of any action which results in a written entry in an employee's personnel file, suspension or discharge.

## ARTICLE V

### Seniority

**Section 1. Probationary Period.** A new employee shall be considered a probationary employee for the first year worked as a regular driver. During the probationary period, an employee may be laid off, returned to substitute status or discharged at the sole discretion of the employer. The new employee's name shall be entered on the seniority list beginning with the first day as a regular driver.

**Section 2. Seniority Defined.** Seniority shall be measured from the date that an employee first performed services for the Employer as a regular driver. For the purpose of this Section, "service date" shall mean the date when the employee first provided services for the employer as a regular driver after the last interruption of service, if the employee has been employed more than once by the employer. A break in service caused by a layoff or by an authorized unpaid leave of absence in excess of ten (10) days shall not be deemed to be an interruption of service, but such period shall not be included in the determination of

the total amount of seniority. A break in service caused by an extended illness or disability shall also not be deemed an interruption, but under such circumstances an employee shall continue to accrue seniority.

**Section 3. Loss of Seniority.** Seniority shall be lost if the employee:

- A. Voluntarily quits or retires. Such notice shall be in writing to the Transportation Supervisor two (2) weeks in advance of the driver's termination date.
- B. Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement.
- C. Is absent for three (3) consecutive days without notifying the employer, or fails to return from an authorized leave of absence on the agreed upon date, unless the employer and the employee shall otherwise expressly agree in writing.
- D. Does not return to work when recalled from layoff; or
- E. Is laid off for a period in excess of twelve (12) consecutive months or a period equal to the employee's seniority, whichever is less, except in case of total employee layoff, then seniority will continue.

## ARTICLE VI

### Determination, Layoff and Recall Procedures

**Section 1. Determination.** If the employer determines that the number of employees is in excess of its current requirement, it shall have the right to reduce the number of employees.

**Section 2. Layoff Procedures.** Layoffs shall conform to the following guidelines:

- A. Probationary employees shall be laid off first.
- B. Seniority employees shall be laid off in reverse order of seniority.
- C. The employer shall give not less than seven (7) calendar days' notice of layoff.

**Section 3. Recall Procedures.** Recall procedures shall be in reverse of the layoff procedure. The employer shall give written notice of recall from layoff by personal service or by sending a certified letter/return receipt requested to the employee at his last known address as it appears on employer records.

## ARTICLE VII

### Work Scheduling, Assignments, and Vacancies

**Section 1. Work Year, Work Week and Work Day**

- A. **Work Year.** The work year shall be determined by the Board of Education and will be equivalent to the number of school days.
- B. **Work Week.** The regularly scheduled work week for bus drivers shall be established by their respective schedules, Monday through Friday.
- C. **Work Day.** The beginning and end of the work day shall be changed from as scheduled from time to time by the employer, provided, however, that a bus driver shall receive reasonable notice of any change in the work schedule.

**Section 2. Bus Routes.**

- A. **Designation.** Bus routes will be established by the Board of Education or designee.

B. **Definition.** The following routes shall be designated as regular runs:

1. A regularly scheduled morning run and a regularly scheduled afternoon run where students are transported to and from school.
2. A special education run involving a regularly scheduled morning run and a regularly scheduled afternoon run.

The following routes shall be designated special runs:

1. A vocational education run involving a regularly scheduled route leaving from Pellston and returning to Pellston.
2. A pre-school program, involving a regularly scheduled route leaving from Pellston and returning to Pellston.
3. A summer school program involving a regularly scheduled route leaving from Pellston and returning to Pellston.

**Section 3. Vocational Education Runs.** Each year Vocational Education runs will be offered to those drivers who wish to drive these runs. Interested drivers will then take these runs in rotation every five days by alphabetical order throughout the school year. Vocational Education runs are those which leave Pellston and return to Pellston on a daily basis.

**Section 4. Changes in Assignment.** Within thirty (30) days of the beginning of the school year, the Supervisor or designee shall establish bus routes for all drivers. If routes have changed from the previous year, the Supervisor or designee shall consult with the Association and plan for posting and re-bidding routes. A bus driver may bid all routes in accordance with established bidding procedures and, except as hereinafter provided, bidding shall be by seniority. Vacancies that occur during the school year will be filled by new drivers.

**Section 5. Filling Temporary Vacancies.** Vacancies may be filled temporarily with substitute drivers for up to 15 working days after which the position must be posted according to posting and bidding procedures. Vacancies due to disability that are longer than 15 days shall follow procedures outlined in Article VIII, Section 5. Substitute drivers filling a position for an employee on long-term disability shall be placed on the regular trip rotation, paid as a regular driver, but not receive health benefits after 30 days of driving for the disabled driver.

**Section 6. Extra Trips.** Extra trips such as field trips and athletic trips are an important part of the total educational program of the school district.

- A. All extra trips shall be posted the Friday before the scheduled field trips are to take place.
- B. Bus Drivers who are interested in taking extra trips shall meet on each Friday morning after the regular run to bid extra trips.
- C. Assignment of bus drivers to extra trips, including overnight trips, shall be based on alphabetical order of all regular drivers.
- D. If no driver shall elect to take the extra trip after all drivers have had two opportunities to bid on available trips, the employer may select from a pool of substitute drivers.
- E. The Superintendent or designee may use private vehicles for Varsity Volleyball trips.
- F. Drivers who accept a field trip that interferes with their regular run shall receive their regular pay rate for the period of time they would have been on their regular run. Drivers will be paid the extra trip rate for hours in excess of their regular run.
- G. Drivers may trade trips with the supervisor/designee's approval.
- H. If an extra trip is canceled after it has been bid, the driver shall be at the top of the next bid list as well as in the proper rotation, unless the trip is reinstated.
- I. All extra trips shall be a minimum of two and one-half (2 ½) hours.

- J. Drivers shall be available at all times during extra trips. Drivers may leave the site of an extra trip only with the supervisor or designee's approval and must notify the teacher/coach in charge where they will be during their absence. Drivers are responsible for routes traveled on extra trips and must check intended routes with the supervisor prior to departure.
- K. In the event of an emergency or last-minute extra trip, the supervisor or designee may select from a pool of substitute drivers, if a regular driver is unavailable (unavailable drivers are defined as not being able to arrive at the school site in time to drive the emergency run).
- L. Drivers on sick leave are not eligible for that day's extra trips.

## ARTICLE VIII

### Authorized Absence

**Section 1. Sick Leave.** Each employee shall be credited with one (1) day of sick leave for each month of employment, not to exceed ten (10) days during the normal work year (Sept.- June). Sick leave shall be administered in accordance with the following guidelines:

- A. Sick leave may be used for:
  - 1) Personal illness
  - 2) Any communicable disease which would be hazardous to the health of students, employees or other persons using the facilities of the school district.
  - 3) Medical treatment or dental work shall be taken in not less than one half-day (½-day) periods.
  - 4) Sick leave will be authorized when an employee is taken ill on the job. One half-day (½-day) minimum.
  - 5) Up to three days may be used for illness or injury to an immediate family member as defined in the Funeral Leave Section.
- B. Sick leave days shall be charged against work days only, and shall cease to accumulate and shall not be used by an employee during such period as the employee is on an authorized or unauthorized leave of absence, or is not otherwise regularly providing services to the employer.
- C. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a sick leave period shall not be counted as sick days.
- D. Bus drivers returning from sick leave will resume their regular run provided they had established that run at the beginning of the year.
- E. Unused sick leave may accumulate to one hundred (100) days. If employment is terminated, any accumulated sick leave shall be canceled and the employee shall not be compensated either in terminal pay or otherwise.
- F. It is the employee's responsibility to notify the employer as soon as practicable if the employee is unable to work by reason of illness or other disability. Such notice shall be given to the supervisor no later than one (1) hour before the driver is scheduled to report for work. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not provided.
- G. In the event of an extended illness, the driver shall notify the school at least five (5) days before returning to work.
- H. Certification: If a bus driver is absent because of illness for three (3) or more consecutive days, the driver may be required to furnish certification of such illness from a licensed physician. Sick leave for less than three (3) consecutive days shall not require a physician's certification except for specific cases where a

driver's pattern of sick leave indicates possible misuse of leave. In the latter case, a supervisor may require such individual to provide a physician's certification of illness if the supervisor has stated in writing to the individual that such certification will be subsequently required and has outlined in writing the pattern upon which this action is based. If the certification required is not furnished, all absences which would have been covered by such certification shall be indicated on the payroll as leave without pay.

Falsification of Illness: Falsification of an illness report shall be considered sufficient cause of adverse action pursuant to law. Sick leave may not be used to undertake gainful employment or for trivial causes.

**Section 2. Sick Leave Bank: Effective in 2009-2010**

- A. A sick leave bank shall be established consisting of a number of days equal to twice the bargaining unit membership of which one (1) day shall be contributed by each bargaining unit member and one (1) day each by the Board of Education. Days shall be credited at the beginning of each fiscal year. Bargaining unit member contributions to maintain the sick leave bank beginning total mentioned above will be in order of seniority (most to least) on a continuous rotating basis.
- B. Upon depletion of his/her sick days, a bargaining unit member may make application to the Sick Leave Bank Review Board. This board will consist of the members of the current Bus Drivers executive Board and the Superintendent of Schools. The Superintendent of Schools, upon the recommendation of the Association members of the Sick Leave Bank Review Board, will determine whether or not the applicant's request will be approved.
- C. An individual bargaining unit member who utilizes sick leave bank days during a school year must "pay back" days used from their annual sick leave allowance in subsequent years at an annual rate not to exceed five (5) days per year (4) days until the bank are contributed by both parties. Pay back days will be restored to the Sick Leave bank in order of seniority.

**Section 3. Personal Leave.** An employee may be granted two (2) days with pay to conduct personal business. Arrangements must be made for personal leave at least 24 hours in advance. Personal leave days shall not accumulate.

**Section 4. Funeral Leave.** An employee shall be entitled to three (3) days of leave for death in the immediate family without loss of pay if the driver attends the funeral. For purposes of this provision, "immediate family" shall include mother, father, brother, sister, spouse, children, stepchildren, and grandparents of the employee or the employee's spouse. Additional funeral leave may be approved at the discretion of the employer or designee.

**Section 5. Meritorious Leave.** The employer may grant an unpaid leave of absence to an employee on such terms as the employer and the employee shall agree for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the employer shall consider:

- A. Past performance of the driver
- B. Staffing needs and other requirements of the District.
- C. The length of service of the employee and the probability that the employee will return to the service of the district.
- D. The purpose or purposes of the leave.

The Superintendent is authorized to grant a meritorious leave for a period not to exceed ten (10) days upon written notice. In such instance an employee shall not lose seniority. A meritorious leave for longer than ten (10) days shall require action by the Board of Education. Employees shall not be granted a leave for the purpose of seeking or holding employment elsewhere.

**Section 6. Disability Leave.** An employee who is or will be physically or mentally disabled shall be granted a leave of absence in accordance with the following guidelines:

- A. Notify the employer as to the nature and extent of the expected disability.
- B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion (1) any limitations on the performance of duties, (2) the probable date when the employee will be significantly

impaired in the performance of the driver's duties, and (3) the probable length of time during which the driver will be disabled from performing the driver's work assignment.

- C. Furnish the employer such other information as may be necessary, including the attending physician's release to assure the safety and welfare of the employee, students and other employees.
- D. A driver shall be granted a leave of absence for the period of the disability except that the employer shall not be required to grant a leave for more than one (1) year.

**Section 7. Jury Duty.** Bus Drivers will receive their regular daily rate when they are summoned to court and if serving on the jury prevents them from driving their regular runs. Jury duty pay will be remitted to the employer.

**Section 8. Administrative Leave:** Bus drivers may receive their regular daily rate at the discretion of the supervisor if disciplinary action may be pending.

## ARTICLE IX

### Grievance Procedure

#### **Section 1. Definition**

- A. A "grievance" is a claim, based upon an employee's belief that there has been a violation or misapplication of the terms and conditions of their employment contract. The "grievance procedure" shall not apply to any matter which is prescribed by law, or state regulations, or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance.
- B. A grievance is defined as an alleged violation of a specific term or condition of employment. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure:

#### **Section 2. Procedure**

The time limits specified in this procedure will not be extended unless by mutual consent.

##### **A. STEP ONE**

An employee with a grievance shall first discuss it with the immediate supervisor, within three (3) calendar days from the time of the incident over which the employee is aggrieved. At the employee's option, one representative from the support staff may be present at this discussion in an attempt to resolve the problem.

If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the same supervisor. The written grievance must be given to the supervisor within three (3) calendar days of the time of the informal discussion with the supervisor, in order for it to proceed. Within three (3) calendar days after presentation of the written grievance, the supervisor shall give a written response to the grievant.

##### **B. STEP TWO**

In the event that the aggrieved employee is not satisfied with the disposition of the grievance in Step One, or in the event that no decision has been rendered within three (3) calendar days after presentation of the written grievance, the grievant may submit the grievance to the Superintendent within three (3) calendar days after receipt of the Step One answer.

Within five (5) calendar days after the Superintendent receives the grievance, a meeting with the aggrieved employee and employee representative (maximum--one) shall be scheduled in an effort to resolve the grievance. Within three (3) calendar days after the meeting, a written answer may be given by the Superintendent.



C. **STEP THREE**

If the grievance is not resolved at Step Two, the grievant may refer it in writing within five (5) days to the district grievance committee comprised of the Board of Education Committee on Personnel and Negotiations, three bus drivers and the Superintendent of Schools. The committee shall hold a meeting within ten (10) calendar days. The grievant shall have an opportunity to present his/her views at this Step. Within ten (10) calendar days, the committee shall render a decision on the grievance, and present it in writing to the aggrieved, the Principal/Supervisor and the Superintendent. The decision of the committee will be final.

**ARTICLE X**

**Compensation and Benefits**

- Section 1. Basic Compensation.** The job classifications and wage ranges are set forth in Schedule "A" which is attached.
- Section 2. Extra Trips.** Reimbursement for extra trips during or outside of the work day is set forth in Schedule "A" which is attached.
- Section 3. Fringe Benefits.** The employer shall provide fringe benefits as set forth in Schedule "B" which is attached.
- Section 4. Overtime.** Time and one-half will be paid for holidays and weekends worked.
- Section 5. Meals and Lodging.** Meals and lodging will be provided on trips that require such accommodation.
- Section 6. Deductions.** The employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the Employee.

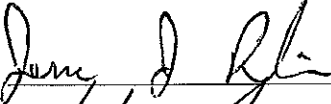
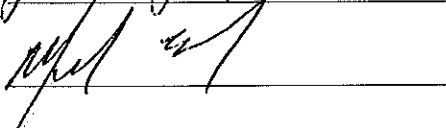
**ARTICLE XI**

**Termination and Modification**

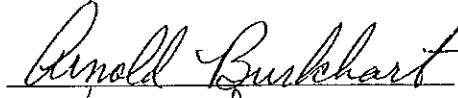
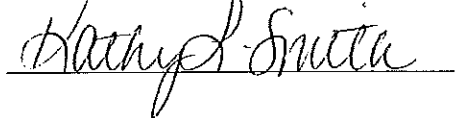
- Section 1. Contract Term.** This Agreement shall become effective as of July 1, 2008 and continue in full force and effect until 11:59 p.m. on June 30, 2010, except as a provision shall by its express terms extend this Agreement for a longer period.
- Section 2. Termination or Amendment.** If either party desires to terminate or amend this Agreement, it shall give written notice thereof at least thirty (30) days prior to the termination date. If neither party shall give such notice or if each party having given notice withdraws the same prior to the termination date, then this Agreement shall continue in effect from year to year thereafter subject to a written notice of termination or amendment by either party of at least thirty (30) days prior to the then current year's termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of November 24, 2008.

BUS DRIVERS

  
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BOARD OF EDUCATION

  
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**SCHEDULE "A"**

**COMPENSATION SCHEDULE**

**Section 1. Rates of Pay**

	2008-2009	2009-2010
<b>Regular Run</b>		
Regular Run	\$33.01 per run	\$33.67 per run
<b>Vocational Run</b>		
Voc. Ed.	\$41.92 per run	\$41.92 per run
<b>Special Run</b>		
Pre-School	\$10.25 per run	\$10.25 per run
Summer School	\$15.25 per run	\$15.25 per run

\*

\*\* Bus Wash. \$10.00/hour, not to exceed one and one-half hours, one wash per month unless otherwise approved by the Transportation Supervisor or designee. Summer bus wash is limited to ten hours per bus.

\*\*\* Extra Duties Extra duties including training drivers, certifying routes, early watch, transporting buses to and from repair facilities shall be by appointment of the Superintendent or designee. Drivers wishing to participate in extra duties shall notify the Superintendent by September 1 of each year. Drivers will be paid \$13 per hour for all hours worked.

**Section 2. Extra Trips.**

\$11.75 per hour straight time

**Section 3. Overnight Trips.** Bus drivers shall receive extra trip compensation for a minimum of eight hours of driving on overnight trips plus room expenses.

**Section 4. Incidental Expenses.** Bus drivers that are required to be on duty for extra trips between 6-8 a.m., 11 a.m.-1 p.m., and 5-7 p.m. shall receive \$9.00 for reimbursement for incidental expenses for each such trip.

**Section 5. Adverse Weather.** If school is closed on scheduled instructional days because of adverse weather or other emergencies and no bus services are required, drivers will receive their regular rate of pay for the grace hours/days that the state has allowed. However, that if any such closings on instructional days are required to be made up in order to meet the requirements of Section 101 of the State School Aid Act or amendments thereto, employees shall be required to drive their regular runs on such days and shall receive extra compensation therefore.

**Section 6. School Closing.** If school is dismissed early and attempts to reach the driver are unsuccessful, the driver will receive compensation for the run. It shall be the responsibility of the driver to inform the supervisor of a telephone number where the driver is most likely to be found. If there is no telephone, the District will not be responsible to reimburse the driver in the event of an early dismissal.

**Section 7. Call-In Allowance.** Drivers who have been assigned an extra trip and fail to receive notification that the trip has been canceled prior to arriving at the bus garage shall receive an allowance of \$18.50.

**Section 8. Bus Breakdown.** A driver whose bus is disabled and who is required to remain with the vehicle beyond the termination of the regularly scheduled trip period shall be paid at the extra trip rate for such time prorated to the nearest quarter hour. Bus breakdown due to driver negligence will result in disciplinary action.

**Section 9. Employer Scheduled Conferences/Meetings.** If the employer requires a driver to participate in a conference or meeting scheduled outside of the Employee's regular employment schedule, the driver shall be paid \$8.00 per hour for such time, prorated to the nearest quarter hour.

**Section 10. Reimbursement for License and Road Test Fees.** Regular drivers shall be reimbursed for the actual costs of renewing their license in order to drive a bus and road test fees.

**Section 11. Fire Runs.** Drivers who volunteer their services as a fire fighter and who participate in a fire run shall receive their regular pay for any run missed or an amount equal to that amount if the driver receives pay for participating in the fire run.

**Section 12. Regular Run.** A "Regular Run" is defined as a run that must take a minimum of two (2) to complete. With each run the driver is expected to conduct pre-trip and post trip duties. Post trip duties shall also include seat inspection, checking fluid levels, closing windows, picking up paper, sweeping bus three times per week, and trash removal. Inspections may be conducted by the supervisor on Friday prior to the afternoon runs or at the discretion of the supervisor. Each run will be certified a full run by the Transportation Supervisor and a member of the Executive Committee. Every effort will be made by the Transportation Supervisor to equalize runs for student loads, miles driven and time.

#### SCHEDULE "B"

**Section 1. Health Insurance.** Each bus driver shall receive annual health insurance benefits under Section 125 of the Internal Revenue Code (Cafeteria Plan) in the amount of \$1,100 for 2008-10. This program will be administered by Michigan Employee Benefit Services. The dollar amount provided by the employer is non-cumulative, and must be used for health-related services as defined by the employer.

**Section 2. Longevity.** Drivers will be eligible for longevity increases according to the following schedule:

5 yrs.	\$100.00
10 yrs.	\$150.00
15 yrs.	\$225.00
20 yrs.	\$275.00

To qualify for longevity a driver must have completed years of service before the start of school in September. Longevity pay will be prorated.

**Section 3. Medical Exams.** The employer shall pay the full cost of a required physical exam, TB test, Drug Screen and/or required X-Ray if such examination is given or administered by a physician or medical facility designated by the employer.

**Section 4. Sick Leave Pay.** Bus Drivers will receive \$10 per day for all accumulated sick leave after the driver has completed 10 years of continuous service with the Pellston Public Schools if the driver resigns or retires from the District.

**Section 5. Retirement Benefits.** Retirement benefits shall be paid by the Board, except that those employees who voluntarily elect the Member Investment Plan (MIP) shall have the required deduction taken from their pay.

#### SCHEDULE "C"

**Section 1. Evaluations.** The employer shall conduct annual evaluations for the primary purpose of assisting employees to improve their performance as drivers. A copy of the evaluation instrument is attached.

**Section 2. Pre-Trips.** Bus drivers shall be required to conduct pre-trip inspections prior to each run. Pre-trip inspections shall also include inspection of the oil and fuel levels to be sure that they are in a safe range.

**Section 3. Fueling a Bus.** Bus drivers shall be required to fuel their own buses as needed. Bus drivers shall also be required to fill up a bus if it is used on a field trip. Records on fuel usage shall be maintained by each driver.

**Section 4. Accident Reports.** An employee involved in any accident shall immediately report the accident and any physical injury or property damage sustained. An employee shall complete an Accident Report on forms provided by the employer, including the names and addresses of witnesses to the accident. Failure to promptly complete an Accident Report Form may be cause for discipline.

**Section 5. Equipment.** Each driver shall be responsible for promptly reporting any defects in the bus assigned to him or her to the bus supervisor or designate on forms provided by the employer. A copy shall be given to the reporting employee. Any such

report shall be made not later than the end of the driver's regular work day. The determination of whether or not a bus on which a report has been filed is in safe operating condition shall be made by the bus supervisor.

**Section 6. Miscellaneous Equipment.** The employer agrees to furnish all necessary equipment to the drivers in order for them to adequately maintain clean and safe buses.

## EVALUATION

### **Section 1. Process.**

Bus Drivers will be evaluated on an annual basis by their supervisor. The Supervisor will use evaluation forms approved by the Board for use with all district Support Staff Employees. New employees will be subject to one-year probationary period. In the event of an unsatisfactory evaluation, a second evaluation will be conducted at the end of the probationary period. If the results of the follow-up evaluation indicate no improvement in performance, an individual's employment may be terminated.

All annual evaluations will be completed and reviewed with employees prior to April 15. Employees whose performance is found to be unsatisfactory will be advised of the specific areas of unsatisfactory performance and provided with an opportunity to correct deficiencies. A re-evaluation will be conducted by the Supervisor thirty (30) days after the original evaluation citing unsatisfactory performance. If no improvement is noted in the re-evaluation, the employee's hourly rate will be frozen at the current level for the next fiscal year or an individual's employment with the district may be terminated.

SUPPLEMENTAL AGREEMENT

It is agreed between the Bus Drivers Association and the Board of Education that for the term of the master agreement (July 1, 2008 – June 30, 2010) that it may reemploy any retired Pellston school bus driver under different terms than the Master Agreement.

BUS DRIVERS

James J. R. Li

W. H. [unclear]

DATE 1-23-09

BOARD OF EDUCATION

Christine [unclear]

Shawn L. Kindell

DATE 2/9/09