

Preamble

WHEREAS, the parties (Board and Association) recognize and declare their dedication in service to the community and the Marion Area; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall promote cooperation between the Board and its Bargaining Unit Members, establish rates of pay, hours of work, and terms and conditions of employment herein; and

WHEREAS, the parties recognize the underlying purpose of the Board and the Bargaining Unit Members is to contribute materially to a high quality program of education for the students of the Marion Public Schools; and

WHEREFORE, if it is the intent and purpose of the parties to provide an orderly means of resolving any misunderstandings or differences which may arise and to set forth with this document the full agreement between the parties;

THEREFORE, the Board and the Association do hereby covenant and agree as follows:

**ARTICLE ONE
AGREEMENT & RECOGNITION**

This Agreement is entered into this **21st day of June, 2010**, between the Marion Public Schools and the Marion Educational Support Personnel Association MEA/NEA, the exclusive agent of any and, Transportation, Paraprofessionals and Health Aides hired by the Marion Public Schools.

Unless otherwise indicated, use of the term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. With the various classifications of Bargaining Unit Members covered herein, there shall be the following categories:

- A. Full-time: A Bargaining Unit Member who is employed thirty (30) hours per week or who drives two (2) regularly-scheduled runs per day.
- B. Part-time: A Bargaining Unit Member who is employed less than thirty (30) hours per week or who drives less than two (2) regularly-scheduled runs per day.

**ARTICLE TWO
AGENCY SHOP**

- A. Each Bargaining Unit Member shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association in an amount established by the Association. The Bargaining Unit Member may authorize payroll deduction for such fee.

In the event the Bargaining Unit Member shall not pay such a service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCL 408.477, and at the request of the Association, deduct the service fee from the

Bargaining Unit Member's wages and remit same to the Association under the procedure below.

Payroll deduction made pursuant to this provision shall be made in equal amounts, as nearly as may be, from paychecks of Bargaining Unit Member. Monies so deducted shall be remitted to MEA no later than twenty (20) days following deduction.

- B. The procedure in all cases of nonpayment of the service fee shall be as follows:
1. The Association shall notify the Bargaining Unit Member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance does not occur.
 2. If the Bargaining Unit Member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph (A) above.

ARTICLE THREE BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan Revised School Code, or any other law or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Employer has as established by law prior to this Agreement are retained by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of personnel; determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work or school hours or days as well as transportation routes and schedules consistent with the terms of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, discharge or otherwise discipline Bargain Unit Members for cause; assign work or duties to Bargaining Unit Members; and to lay off Bargaining Members, consistent with the terms of this Agreement.
 4. Determine the qualifications of Bargaining Unit Members, including ability to perform the job functions, in accordance with applicable state and federal statutes or administrative regulations.
 5. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
 6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 8. To establish courses of instruction and in-service training programs for Bargaining Unit Members and to require attendance at any workshop, conference, etc. by Bargaining Unit Members, including special programs. Bargaining Unit Members shall be compensated for these activities when attendance is required outside of regular working hours.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing or specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

ARTICLE FOUR DISCIPLINE

- A. No Bargaining Unit Member shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warnings, reprimands, suspensions, (with or without pay) reductions in rank, compensation, and discharge. The specific grounds forming the basis for disciplinary action will be made available to the Bargaining Unit Member and the Association in writing.
- B. A Bargaining Unit Member shall be entitled to have a representative of the Association during any meeting which the Bargaining Unit Member believes may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the Bargaining Unit Member until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the Bargaining Unit Member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. The Bargaining Unit Member may have up to forty-eight (48) hours to obtain Association representation if representation is not immediately available.
- C. It is agreed and understood that the following progressive system of discipline shall be followed:
1. Verbal warning by appropriate administrator.
 2. Written warning by appropriate administrator.
 3. Written reprimand by appropriate administrator.
 4. Suspension with pay pending an investigation for “just cause”.
 5. Suspension without pay.
 6. Dismissal for just cause only.

When a disciplinary action is deemed necessary for a transportation Bargaining Unit Member, the action will not be conducted in the time period of one (1) hour prior to a scheduled bus departure. For safety reasons, disciplinary actions are best carried out after drivers have completed their runs or trips for the day unless seriousness of the alleged disciplinary action requires the removal of a driver immediately pending investigation. If a disciplinary action is carried out in the time period of one (1) hour prior to a bus run or trip, the supervisor will provide a substitute for the driver at the schools expense. The regular driver will be paid for the run missed. All steps will include Association representation.

ARTICLE FIVE GRIEVANCE PROCEDURE

- A. A grievance is defined as a controversy between the parties or between the Board and the Bargaining Unit Member covered by this Agreement as to any matter involving the interpretation or violation of any provisions of this Agreement.
- B. For the purpose of effectively representing the members of the Marion Educational Support Personnel Association MEA/NEA, the Association shall select a grievance committee consisting of one (1) member from each classification. The Association shall furnish the Board with the names of the grievance committee members, and the Board agrees to deal with these representatives of the Association in settling grievances and in bargaining under this Agreement.
- C. Grievances shall be submitted in writing (using a grievance form) and shall stipulate the portion of this Agreement affected, as per the first paragraph of this article, and recommended solution. Grievances shall be taken up for adjustment as may be necessary in each case as follows:
 - 1. By the Association Rep, the Supervisor and Bargaining Unit Member(s).
 - 2. By the Association Rep, the Superintendent of Schools and Bargaining Unit Member(s).
 - 3. By the Association Rep, the Board of Education and the Bargaining Unit Member(s).
- D. In the event the matter that gave rise to a grievance occurs during a period of vacation of the Marion Public Schools, the time periods for submitting the grievance, holding a meeting, and rendering a written report, shall be by calendar days with the exception that weekend days and/or holidays shall not be included in computing such calendar days.
- E. A regular Bargaining Unit Member discharged or suspended without just cause shall present a grievance in accordance with this Article.

LEVEL ONE

The Bargaining Unit Members(s) and/or Association Rep shall have ten (10) school days after occurrence to present the grievance in writing to the Supervisor. If the grievance is not submitted within ten (10) school days, it shall be deemed to have been settled.

The Supervisor shall hold a meeting within ten (10) school days in which he is in attendance after receiving the written request to discuss the grievance. The Supervisor will give a written response within ten (10) school days after the meeting. If the supervisor on Level One (1) will not be available on account of extended illness or any other reason, the grievance may be forwarded to the next step upon mutual agreement.

LEVEL TWO

If the grievant wishes to go to LEVEL TWO, he/she shall have ten (10) school days to present the request in writing to the Superintendent. The Superintendent shall hold a meeting within ten (10) school days after the grievance has been submitted, in which he/she is in attendance, to discuss the grievance.

If no acceptable resolution is reached at LEVEL TWO, the grievance shall enter LEVEL THREE of this grievance procedure.

LEVEL THREE

The grievant shall have ten (10) school days to submit his/her grievance to the Board of Education Secretary. The Board shall hold a hearing on the grievance no later than its next scheduled meeting. Disposition of the grievance in writing shall be made by the next Board of Education meeting following the hearing.

LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance by the Board of Education at Level Three, within ten (10) school days of receipt of the Level Three response, the Association may submit the grievance to mediation before an impartial mediator. The mediator shall be appointed by the Michigan Employment Relations Commission in accord with its rules, which shall likewise govern the mediation process. Neither the Employer nor the Association shall be permitted to assert in such mediation proceeding any ground or to rely on any evidence not previously disclosed to the other party.

LEVEL FIVE

Only the Association shall have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Four, or if no disposition has been made within the period provided, it may, within five (5) school days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense at Level Five not previously raised or disclosed at other written levels. Each party or their representative may conduct a telephone conference fifteen (15) school days before the hearing in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and binding upon the parties. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. The arbitrator shall not have the power to:
 - a. Add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. Establish salary scales or to change any salary.
 - c. Change any practice, policy or rule of the Board, which is not in conflict with the provisions of the agreement.
 - d. Decide any question which, under this Agreement, is within the sole responsibility of the Board to decide.
 - e. Interpret State or Federal law, except where there is clear court precedent upon which to rely.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before proceeding on to hear the merits of the case. In the event that the arbitrator finds he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
7. The cost of the arbitration shall be borne by the party who loses the arbitration, except each party shall assume its own cost for representation including any expense of witnesses.
8. Should a Bargaining Unit Member fail to process a grievance within the time limits specified, the grievance will be concluded. Should an Bargaining Unit Member fail to appeal a decision of the arbitrator within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously, instituted grievance shall be barred.
9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a member or a participating Association Representative are to be at their assigned duty stations.
10. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
11. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

**ARTICLE SIX
EMPLOYEE FILES AND RECORDS**

- A. A Bargaining Unit Member shall have the right to review the contents of his or her own official personnel file and Employer records, and shall have the right to have a representative of the Association accompany him/her during such review.
- B. The only individual who shall have access to a Bargaining Unit Member's official personnel file shall be the Bargaining Unit Member, his/her immediate supervisor, the Superintendent, the Association through its designated representatives, officers as needed for official business, and any individuals authorized by the Bargaining Unit Member unless otherwise indicated in D, except as provided by FOIA or law.
- C. No materials, including but not limited to, students, parental, or Employer personnel complaints originating after initial employment shall be placed in an Bargaining Unit Member's official personnel file unless the Bargaining Unit Member has had an opportunity to review the materials. Complaints against the Bargaining Unit Member shall be put in writing, with names of complainants, administrative action taken, and remedy clearly stated. The Bargaining Unit Member may submit a written statement regarding any materials, including complaints, and the same shall be attached to the file copy of the material in question within thirty (30) days of the Bargaining Unit Member's review. If the Bargaining Unit Member believes that material to be placed in his/her file is inappropriate or in error, adjustments may be obtained through the grievance procedure. All written recommendations shall be based solely on the contents of the Bargaining Unit Member's official personnel file.
- D. The Employer further agrees that no personnel files or employment records will be released to third parties unless ordered by a court, MERC, FOIA, or pursuant to a lawfully issued order, subpoena or as otherwise ordered by law. In the event a request is made for such records, the Employer shall promptly notify the Bargaining Unit Member and Association.
- E. The Board will promptly notify the Bargaining Unit Member with respect from whom a Freedom of Information Act (PA 442 of 1976) demand is made and will follow up with written confirmation by mailing a copy of the FOIA request to the Bargaining Unit Member's address of record.
- F. There shall be only one official personnel file for each Bargaining Unit Member; the only records kept in this file shall be:
 - 1. Applications, professional credentials, letters of recommendation.
 - 2. Letters of Intent of Hire;
 - 3. Bid forms;
 - 4. Testing information;
 - 5. Evaluations;

6. Letters/records of discipline and/or dismissal;
7. Release/separation materials;
8. Any other material relating to job performance and/or change in status.

G. Letters of discipline shall be kept for two (2) years from the date of the incident. Should no other similar incidents be recorded, then such letters shall be removed from the personnel file.

ARTICLE SEVEN SENIORITY

The word “seniority” means service in the employ of the Board from the first date the Bargaining Unit Member reports to work in any position represented by the Association. In the circumstance of more than one individual reporting to work on the same day, a drawing will be conducted to determine position on the seniority list.

Seniority Lists:

The seniority list for the Bargaining Unit will show the name, first day of work, job title, and classification in which the Bargaining Unit Member most frequently works. The Employer will keep the seniority list up-to-date at all times and provide the Association president with a copy of the list when requested. The Board will notify the Association president in writing of any changes within the seniority list between dates of posting.

Loss of Seniority:

Seniority shall be lost for any of the following reasons:

1. If the Bargaining Unit Member quits.
2. If the Bargaining Unit Member retires.
3. If the Bargaining Unit Member is discharged for just cause and not reinstated.
4. If the Bargaining Unit Member does not return to work within ten (10) working days after date of recall from layoff unless the Bargaining Unit Member submits an acceptable reason for not responding to the recall.

Probationary Employees:

There shall be no seniority among probationary Bargaining Unit Members. When a Bargaining Unit Member finishes a thirty day (30) probationary period, the Bargaining Unit Member will be granted full seniority back to the hire date.

Seniority for posted routes shall be ranked as follows:

1. The senior available regular driver;

2. A driver who has returned from leave and who has no regular assignment, or a regular driver whose route has been reduced.

ARTICLE EIGHT WORKING CONDITIONS

Unsafe Work:

Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which will endanger their health, safety or well-being. Bargaining Unit Members will be given proper safety equipment and instruction in regard to handling and disposal of dangerous substances.

Sick Students:

Students who are sick enough to present health and/or safety concerns to the driver and/or other students shall not be transported. Exception shall include headaches, minor colds, and toothaches.

Student Discipline:

The Employer shall support and assist Bargaining Unit Members with respect to the legitimate maintenance of control and discipline of students in accordance with Board policies in the Bargaining Unit Members assigned work areas.

Safe Buses:

All drivers shall complete a bus driver check list for each regular daily route and for each extra bus run (except when the runs are back to back). However, an under-the-hood checklist is required once a day. Drivers shall report needed repairs to the mechanic on the proper forms (pre-trip form).

Drivers shall check oil and water other than through gauges daily if physically possible. Otherwise, the driver shall ask for and be granted assistance by another driver or authorized personnel. If a driver is aware of any problems concerning oil or water at any time, it shall be his/her duty to notify the bus mechanic of such problems. When the mechanic is not available, the driver shall take the necessary steps to correct the situation.

All drivers shall keep the bus they drive on a regular basis or on an extra bus trip clean inside. This may include daily sweeping and dusting (of the front interior of the bus). Approximately fifteen (15) minutes shall be allowed for these purposes. If cleaning is done before or after an extra trip, this will be paid at the extra trip rate.

Drivers shall be at work ten (10) minutes before they are scheduled to leave and they may fuel their bus at their convenience.

All applicable safety standards and procedures of the State of Michigan or the U.S. Government shall be followed unless an applicable safety standard and/or procedure is established that is higher than those standards and procedures established by the aforementioned governmental bodies. In such an event, the higher standard and/or procedure are to be followed.

If any bus driver and/or the Marion ESP Association MEA/NEA become aware of any standards or procedures that they deem to be unsafe, they shall submit to the Supervisor, in writing, the

nature of the unsafe standard or procedure and a recommendation of its correction. The Supervisor shall accept the recommendation as is, modify it, or reject it. In the event that such recommendation is rejected, the rejection and the reasons therefore shall be submitted within seven (7) working days to the bus driver who submitted the petition and to the Association, or if the petition was submitted by the Association, to the Association.

ARTICLE NINE CERTIFICATIONS

The Board shall institute a record system in order to establish the safe driving record of bus drivers and make driver's conscious of deteriorating driving and safety records. Drivers will cooperate with the Board in establishing additional policy in regards to this question.

Any Bargaining Unit Member required to take testing or certifications for continued licensure, employment, legal or regulation requirements shall be reimbursed by the Board for any costs.

The Board will pay for State Mandated instruction and will pay extra trip rate to each participating driver. (every two (2) years.)

The Board of Education will pay all incurred expenses for Mandatory Drug and Alcohol Testing for each occasion that a driver is drawn. This mandate includes all individuals required to possess a C.D.L. (Commercial Driver's License).

ARTICLE TEN PROFESSIONAL DEVELOPMENT

In order to have an ongoing training program, to assist Bargaining Unit Members become more professional and able to respond to daily problems that Bargaining Unit Members encounter, the school board may sponsor a series of in-service meetings. Bargaining Unit Members would be expected to attend these meetings. Date of meetings shall be posted at least five (5) days in advance. The maximum number of meetings shall be no more than four (4), unless the Board and the Association agree to additional meetings.

Bargaining Unit Members will receive up to three (3) days yearly for training, in-services or to be used as a "Make Work Day" should the school district hold in-services that do not involve the Bargaining Unit Members. Bargaining Unit Members must work at least four (4) hours to qualify for a "Make Work Day". Members will receive their normal day's pay for each "Make Work Day" used. If the in-service or activity scheduled is more than their normal work day, they will be paid for the additional time.

The transportation supervisor will coordinate training and professional development for the transportation department.

A list of students with severe reactions, allergies or other medical concerns shall be given to Bargaining Unit Members who work with those children.

ARTICLE ELEVEN CLASSIFICATIONS

The terms “regular driver”, “transportation aide”, “substitute driver”, “paraprofessional” and “health aide” shall have the following definitions:

1. Regular Driver – A Bargaining Unit Member who has been assigned a route for the school year and who may elect to volunteer for substitute assignments.
2. Substitute Driver – A substitute driver is not a Bargaining Unit Member.
3. Transportation Aide – A Bargaining Unit Member who assists on bus runs with students and who may, if qualified, be assigned other bargaining unit work as required by the District when not in conflict with the provisions of the Agreement.
4. Paraprofessional – A Bargaining Unit Member to include, but not limited to, instructional and non-instructional assistants; teacher and program aides; library aides; preschool care givers.
5. Health Aide – A Bargaining Unit Member whose position will entail normal paraprofessional duties, as well as added health care duties.

ARTICLE TWELVE ASSIGNMENTS OF RUNS

A “route” is defined as the assigned course to be followed.

Regular runs shall be defined as those runs, which pick up or leave off students in the morning, at noon, after school, summer, or the vocational bus run.

Those bus drivers with the most seniority in the Marion Educational Support Personnel MEA/NEA Association shall have the option of selecting the bus route that they desire. That run shall consist of the same morning and night run and shall not be split. The vocational bus run shall be in addition to regular runs and shall be posted or bid separately, but in no case, driven separately unless that is the only run available.

Runs that may be split are: van run, PPI (driver and aide), Head Start (driver and aide), noon runs, which include but not limited to kindergarten, and PPI van run. All aides shall be bargaining unit members based on seniority.

At least one week prior to the commencement of choosing routes each school year, a list of all routes and runs shall be furnished to all drivers (USPS) so they can prepare for selecting of their chosen route. Once routes are chosen at the bus drivers meeting, they are to be considered chosen desired routes and shall not be open for rebid until the next school year.

Bus drivers assigned to the summer bus routes during the summer months shall be selected first on the basis of seniority, and in each subsequent year shall be rotated according to the seniority list. Those drivers selected shall have the option of deciding whether or not they desire to accept these summer bus routes.

Bus Drivers shall have the option to select a maximum of four (4) runs per day provided that there is no schedule conflict. The total regular runs for one driver may not exceed eight (8) hours per day.

In consultation with the Association and the Board of Education a change of routes may be established.

ARTICLE THIRTEEN EXTRA BUS TRIPS & EXTRA DUTIES

“Extra trips” are all trips which are not regularly scheduled bus runs (morning, noon, evening and vocational bus runs). However, if no driver is available, the school will be able to authorize other qualified personnel that possess the State requirements and the Board of Education requirements to drive. Notices of drivers needed for extra trips will be posted as soon as possible after the need for an extra trip becomes known to the school.

In the event an extra trip is not posted twenty-four (24) hours before departure of the trip, no driver will be charged with a pass and a miss. Further, the rotation of drivers will remain as before the trip except for the driver who takes the short-notice trip that will be considered as that driver’s regular rotation trip.

In the event a driver drives a bus on an extra trip, not a regular bus run (morning, noon, evening or a vocational run), a driver will be paid from the scheduled time of departure to the return to school. This amount will include the maintenance of the bus. In the event a trip is cancelled without driver notification, the scheduled driver shall receive the full pay for expected time gone and charged with a trip. Drivers and CTC bus aides forfeiting a regular or vo-ed run shall receive one-half (1/2) of the base pay for runs missed due to an extra trip.

Transportation of students between schools (Marion Elementary, Marion High School, and in town) is considered trips or runs of any kind.

Extra trips will be on a rotating basis and will be determined originally by seniority. Summer trips will be treated as an extra trip (this does not include a regular summer run). Seniority drivers will drive extra trips. However, if no seniority drivers are available, drivers without seniority may drive. Trips that do not involve students or persons but are solely undertaken to transport goods or materials will be paid at regular route-rate.

If a bus driver refuses an extra trip, he will be automatically charged for two extra trips. A bus driver will not be charged for passing an extra trip if he can establish personal illness for that day, or immediate family, or if it conflicts with his regular run and would not pay as much as that regular run. Also, a driver will not be charged if they already had an extra trip that day or had an overnight trip (which would exclude them from extra trips on the following day, if they opted). This system will be referred to as the Pass/Miss system.

The Pass/Miss record-keeping system will be used as follows:

1. The Pass/Miss system will be used for any extra trips. If more than one bus goes on the same day on an extra trip, the first person in line for that trip may choose the trip he wishes.

2. If more than one trip is scheduled to go out on the same day and one of the trips is cancelled, the driver of the cancelled trip takes the next day's scheduled trip but does not bump the driver that is still scheduled to drive on that day.
3. In the event that two (2) buses are scheduled for the same destination and one bus is cancelled after the driver arrives at the boarding place, the driver with the most seniority has the option of not driving to the destination, but shall receive full pay for expected time gone and charged with a trip.
4. Minimum pay of two (2) hours is granted for extra trips.
5. If a driver has to turn down an extra trip because it would put him/her into overtime, that driver will have a pass not a pass/miss.

Extra duties that are needed in the bus garage will be assigned on a seniority rotation basis. Bargaining Unit Members must submit a written request each September 1st and June 1st stating their desire to be contacted for extra duties. These duties can include, but are not limited to, washing buses; answering the phone; delivering vehicles for service; traveling to pick up parts; help with bus inspection; and scheduling routes. Extra duties, as indicated above, will be paid at the garage rate. Any garage work needing CDL license will be paid regular route rate. It will be the duty of the Transportation Director to keep track of the seniority rotation. A monthly meeting between the Transportation Director and the Association President will be held to review the accuracy of the record-keeping system.

A posting board shall be openly displayed in the bus garage that details extra duties that are needed in the bus garage. Requests for extra duty work shall be posted no less than two weeks prior to the date needed, except in cases of emergencies. The posting period may be shortened with advanced notice and approval of the Association. Details of the extra duty shall minimally include: date(s) that the work is scheduled, description of the work needed, and number of workers needed if applicable.

If an extra trip can be consolidated with a regular vocational bus run because of proximity of time and destination, the Superintendent may, at his discretion, do so. However, such extra trips may only be consolidated if the extra event involved is within one (1) mile of the city limits of Cadillac.

Drivers must indicate their preference for all extra trips 48 hours prior to departure of trip, unless notice of extra trip is not posted 48 hours prior to departure. In this case preference indication must be made as soon as possible after posting

Scratching time for extra trips:

Extra trips must be scratched 3:00 p.m. the day before the trip. If driver scratched after the allowed time of 3:00 pm. of the previous day they will receive a pass and a miss, but the following driver, according to the driver seniority rotation, will not be charged with a pass and a miss if unable to take the trip.

When school is cancelled due to inclement weather or other unforeseen circumstances and a driver does not have adequate time to sign for a trip, the driver will not be charged with a miss if they did not sign for the trip.

Drivers will receive a meal allowance unless it is outside of normal meal hours. Normal meal hours shall be defined as:

Breakfast	7:00 a.m. to 8:00 a.m.
Lunch	11:30 a.m. to 1:00 p.m.
Supper	5:00 p.m. to 7:00 p.m.

Meal tickets shall be as follows:

Meals will be paid as follows: no receipt necessary

Breakfast: \$8.00

Lunch \$9.00

Supper; \$10.00

The above will in no case apply to any normal runs.

All trips shall be chaperoned by a parent. Exceptions will be given to athletic player groups or groups that contain a teacher in charge. The parent chaperones shall be on the principals' chaperone list. Buses on extra trips shall have the assistance of chaperones consisting of parents or teachers. These individuals shall have instructions necessary for maximum assistance and shall be spaced throughout the bus.

A bus driver's responsibilities for extra trips will be the following:

1. Pre-trip inspection is to be completed with exception of back-to-back runs.
2. Bus is to be fueled and cleaned with the exception of back-to-back runs.
3. Buses should be at the boarding site prior to departure time.
4. Bus leaves when teachers or coaching staff are ready.
5. Driver is to know where they are going and how to get to the approximate destination.
6. Bus and driver are to remain at destination unless other arrangements are made with the teachers or coaching staff.
7. In the event that the driver does leave the destination, they must be, at all times, reachable by the teachers or coaching staff in charge of the trip.
8. Drivers will comply with teachers and coaching staff requests, including stopping for meals and breaks when and where they want when weather permits.
9. Teachers and coaching staff are responsible for students' behavior on the bus.

ARTICLE FOURTEEN PARENT/BUS DRIVER CONFERENCES

It is recognized that parent/bus driver conferences are an important function in daily school operations. Should a parent wish a conference with a bus driver and an administrator, the bus driver in question shall make herself/himself available at the earliest possible convenient time.

Should the pursuing discussion develop into charges by the parents that reflect on the bus driver's ability to operate or control the bus, then the bus driver may request a third party, usually consisting of a union officer. The meeting in such situation will be rescheduled to the convenience of parties concerned.

Should a group of parents or interested parties seek a conference with a bus driver, such a conference shall not be scheduled with the driver present until the driver is able to meet at his/her reasonable convenience. Officer of the union will also be given convenient time to schedule themselves into the meeting.

Meetings that involve large groups of parents are discouraged. Efforts will be made to meet with only small discussion groups.

The Board shall pay twenty dollars (\$20.00) as a general remuneration at the end of the school year (last pay check of the regular school year) for possible parent-driver conferences services required beyond the normal driving time to each regular bus driver.

Recommendations for expulsion for extended periods of time or total expulsion can only be processed through the Superintendents' Office. A student may be excluded from riding a bus for extended periods or totally expelled from riding a bus through the Board of Education.

Bus drivers may orally warn a student of poor behavior or warn through a written instrument. Bus drivers may, for good reason, refuse to have a student ride the following day. Such notice shall be in writing on a proper form. If for good reason a form is not used, parental contact, via phone or otherwise, must be established so that the parent may arrange other transportation for the following day.

It is recognized that bus driver/parent conferences are an important avenue in resolving issues and obtaining solutions, and bus drivers are encouraged to exercise this option.

Because of the very nature of the transportation operations, it must be recognized that students must establish a behavior pattern that will not interfere with the safe operations of the bus. Drivers will be given all assistance possible to assure safe operations of the bus.

Bus drivers are not to allow students to exit other than their homes unless the student has prior written permission signed by the parent, bus supervisor, or administrator.

Bus drivers are not to change or deviate from their established routes unless of an emergency. Should the route have been deviated for emergency reasons, the bus supervisor is to be informed within twenty-four (24) hours of the action taken.

ARTICLE FIFTEEN VACANCIES, TRANSFERS AND PROMOTIONS

All vacancies shall be posted on a bulletin board in each building or work area. Vacancies shall be posted for a minimum of five (5) working days and a maximum of eight (8) working days. Said posting shall contain the following information and a copy of same shall be provided to the Association.

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay, (*during probation and after*)
5. Hours to be worked per week and, if possible, scheduled hours per week
6. Classification
7. Qualifications
8. Duties
9. Where to submit a form for the position

Interested Bargaining Unit Members may apply in writing to the office listed on the posting or central office within the posting period. The Employer shall notify appropriate Bargaining Unit Members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Bargaining Unit Member by U.S. mail.

Vacancies shall be filled by the most-senior applicant possessing the required (posted) qualifications for the position. Qualifications for the position shall be as determined by the Employer.

The placement of Bargaining Unit Members is the sole responsibility of the District, subject to the following:

1. For Transportation members: All route vacancies and new route positions will be posted within the District as provided in this Agreement. The posting will include the following:
 - a. Title
 - b. Route number
 - c. Rate of pay (*during probation and after*)
 - d. Time of assignment
 - e. Approximate hours per day
2. Bargaining Unit Members filing application for such vacancies shall be notified within seven (7) working days of closure of the bid of the disposition of their application.
3. Once a posting is made, it is to be considered factual. Should any information in the position be required to change, a new posting shall occur.

**ARTICLE SIXTEEN
LAYOFFS AND RECALLS**

“Layoffs” shall be defined as a necessary reduction in the work force or hours beyond normal attrition. Bargaining Unit Members will receive thirty (30) calendar days notice of layoff. If a Health Aide position is eliminated due to a student’s dropped enrollment from the district, the Health Aide will receive five (5) school days notice. In the event of a necessary reduction in the work force or hours, the District shall first layoff probationary Bargaining Unit Members in the affected classification, then the least-senior Bargaining Unit Member in that classification.

In no case shall a new Bargaining Unit Member be employed by the District while there are laid-off Bargaining Unit Members who are qualified for a vacant or newly-created position.

A laid-off Bargaining Unit Member, at his/her option, be granted priority status on the substitute list according to his/her seniority.

If it is apparent a layoff is imminent, the Association and the District shall work in a timely manner to identify a mutually-acceptable solution. If no such solution can be developed, the provisions of this contract shall apply.

Bargaining Unit Members whose positions have been eliminated due to reduction in work force or who have been affected by layoff shall have the right to assume a position for which they are qualified, according to the job description, which is held by the least-senior full time/part-time member. Part-time members whose positions have been affected by a layoff shall have the right to assume a position for which they are qualified which is held by the least-senior-part-time member.

In the event of a layoff, a full-time Bargaining Unit Member may claim seniority over another Bargaining Unit Member for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the Bargaining Unit Member he/she seeks to replace. A part-time Bargaining Unit Member may claim seniority over another part-time Bargaining Unit Member for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the part-time Bargaining Unit Member he/she seeks to replace.

Recall:

Laid-off Bargaining Unit Members shall be recalled in the order of seniority with the most senior being recalled first to any position for which they are qualified. A Bargaining Unit Member who declines recall to work for which he/she is qualified shall forfeit his/her seniority right to recall. Members have a recall right for two (2) years after date of layoff.

A voluntary layoff will be granted without the Bargaining Unit Member losing seniority or recall rights.

**ARTICLE SEVENTEEN
LEAVES OF ABSENCE**

Sick Leave:

If a Bargaining Unit Member knows he/she is going to be absent because of illness for more than five (5) consecutive days, he/she must notify the Supervisor and indicate his expected date of return from such illness.

When calling in sick, the Bargaining Unit Member must have contact with the Supervisor or his/her designee prior to the commencement of his/her normal work day. The contact must be in the form of a personal contact or a phone conversation. Each classification must follow the procedures for calling in as designated for their department.

The Board of Education agrees to pay sick leave at a rate of ten (10) days per year to a total of one hundred (100) days accumulative. If the absence is more than three (3) consecutive days, a doctor's slip may be required by the Superintendent.

Personal Leave:

Two (2) personal days yearly are allowed and will not be charged to sick leave. Personal days shall not be accumulative.

Snow Days:

Three (3) days (based on a seven- (7) hour day) Regular pay for all members will be allowed for snow or inclement weather.

Inclement Weather Delay or Cancellation:

In the event that bus runs are cancelled or delayed, the administration shall telephone each bus driver by 5:30 a.m. (7:00 a.m. on Wednesday) to advise him/her of the cancellation or delay. If notice is not given by 5:30 a.m. he/she shall be paid an amount equal to one regular run.

If school is scheduled to be held and is cancelled, a Bargaining Unit Member that called in sick or has a personal day will be charged with a sick/personal day.

In the event that school is delayed or cancelled for the paraprofessionals or health aides, they shall follow the call-in procedures as designated by the district.

For paraprofessionals delays are counted as follows:

Two (2) hour and three (3) hour delays: Unlimited are paid

Funeral Leave:

Three funeral days are provided for immediate family (spouse, parents, children, siblings, in-laws, grandchildren, grandparents and dependents living in the immediate household of the bargaining member). Funeral leave shall be chargeable to the Bargaining Unit Member's sick leave.

Jury Duty:

Bargaining Unit Members required to appear for jury duty will be paid full pay for all time missed. However, the Bargaining Unit Member on duty will turn over his "duty pay" to the school.

Unpaid Leaves:

A Bargaining Unit Member requesting a leave of absence for any reason other than illness or FMLA shall make an application to the Supervisor. Approval or disapproval rests solely with the Superintendent or his designee, in writing, stating length of leave requested and purpose thereof. Leaves may be granted for up to one (1) year. If reasonable, the Bargaining Unit Member shall submit a letter of intent to return to work thirty (30) days prior to the return date. The bargaining Unit Member shall assume his/her prior position.

Association Leave:

The Association shall have three (3) days available with pay to be used by the Association members who are officers or agents of the Association. Drivers will not be charged with an extra trip "miss" when gone on Association business. The Association will notify the supervisor forty-eight (48) hours in advance of such leave.

**ARTICLE EIGHTEEN
NO STRIKE CLAUSE**

The Association agrees during the life of this Agreement that it or the Bargaining Unit Members covered under this Agreement shall not engage in any strike, slowdown or stoppage of work. The Board agrees that during the life of this Agreement there shall be no lockout of Bargaining Unit Members.

**ARTICLE NINETEEN
OVERTIME**

When requested to work overtime, Bargaining Unit Members, shall be compensated at the rate of one and one-half (1-1/2) times his/her regular rate for hours worked in excess of forty (40) hours. No overtime will be allowed unless no other option is available.

Bargaining Unit Members shall also be compensated at the rate of one and one-half (1-1/2) times their contractual rate for all work performed on holidays recognized under this Agreement.

If a driver has to turn down an extra trip because it would put him/her into overtime, that driver will have a pass not a pass/miss.

**ARTICLE TWENTY
WAGES**

Pay shall start with the beginning of the new school year of all years of the contract. The rate of pay of the bus drivers shall be as follows:

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
	2%	2%		-2%		
Regular Driver	\$13.30	\$13.57	\$13.57	\$13.30		
*Bus Aide	\$11.37	\$11.60	\$11.60	\$11.37		
Bus Aide w/ CDL	\$12.39	\$12.64	\$12.64	\$12.39		
PPI Driver	\$13.30	\$13.57	\$13.57	\$13.30		
CTC Driver	\$13.30	\$13.57	\$13.57	\$13.30		
Extra Trip	\$11.37	\$11.60	\$11.60	\$12.34	Went from \$11.60 to \$12.60, then 2% cut	
Probationary/ Sub Driver	\$9.99	\$10.19	\$10.19	\$9.99		
Garage Rate	\$9.18	\$9.36	\$9.36	\$9.18		

A regular run shall be considered two (2) hours. The CTC and PPI run time will be determined in coordination with the Transportation Supervisor and the driver. This will be done on a yearly basis.

Probationary Drivers will be paid under the probationary rate (per hour if not employed under any other work category for the first thirty (30) days). After probation, permanent drivers will be paid at the regular hourly rate for their run.

Drivers of the PPI bus run will receive an additional ten percent (10%) of the PPI run rate if they drive without a bus aide. If a driver feels additional support is needed on the bus due to safety concerns, the driver may bring the concerns to the attention of the Transportation Director for review. The Transportation Director will arrange a consultation between the driver and administration to determine necessary support. Determination of need will be an ongoing process. If no bus drivers are interested in the position, it will be filled by posting.

Regular Drivers subbing for CTC, Van run, PPI run, Head Start run and Bus Aide will be based on seniority and posted separately from other trips.

Paraprofessional/Health Aide Wage Schedule: -2% for the 2010-2011 School Year

<u>Paraprofessional/ Health Aide</u>	07-08	08-09	09-10	10-11
	2%	2%	0%	-2%
Step One	\$11.48	\$11.71	\$11.71	\$11.48
Step Two	\$11.93	\$12.17	\$12.17	\$11.93
Step Three	\$12.78	\$13.03	\$13.03	\$12.78
Step Four	\$13.40	\$13.67	\$13.67	\$13.40

Paraprofessional/Health Aide:

- Step Two: 1-2 years of college
- Step Three: 3 or more years of college
- Step Four: Bachelor Degree or greater

Bargaining Unit Members with longevity at Marion Public Schools shall receive longevity pay each year according to the following schedule:

5-10 years	\$200
11-15 years	\$300
16-20 years	\$400
21-25 years	\$500
26+years	\$600

The summer drivers will be paid the same as the regular driver on a regular run the preceding school year.

Bargaining Unit Members will be paid for the following holidays:

Labor Day, 1st Day of Deer Season (excluding Saturdays/Sundays), Thanksgiving Day, Day Following Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, *Memorial Day.

*Provided school is not in session.

Other Transportation compensation:

Breakdown time or stuck time will be handled as extra trip pay for each hour or fraction thereof after the thirty (30) minutes.

Bus drivers will be paid extra-trip rate per hour and will receive reimbursement for meals and lodging for overnight trips.

Drivers driving an extra trip of over twelve (12) hours duration or over one-hundred twenty-five (125) miles one way in distance shall be paid up to one hundred dollars (\$100) per day for motel rest usage on presentation of a bill.

The pay period shall end on Thursday evening preceding the next scheduled pay date and the drivers will be paid for the driving done between the pay period.

If a driver is unreasonably late for a bus trip or late for a morning bus run or not on hand when the evening or noon bus run is to begin or he has reported, or a responsible party has reported unavailability, he may be replaced for the trip so the bus may make its trip or run .

**ARTICLE TWENTY-ONE
FRINGE BENEFITS**

The Board shall provide one hundred percent (100%) paid coverage protection (Plan A) for a full twelve-(12) month period for all full-time Bargaining Unit Members beginning in the second year of service. During the first year, the Board will provide seventy-five percent (75%) of single healthcare coverage during the first year of service, and one hundred percent (100%) of Dental, Vision, Life and LTD for a full twelve-(12) month period.

For the purposes of insurance coverage, “full-time” for paraprofessional shall be thirty (30) hours per week, and for transportation it shall be two (2) regular runs or more per day. The Board will pay sixty-five percent (65%) of the two-(2) person or full family healthcare coverage for a full-time Bargaining Unit Member. Employees working twenty (20) hours or more per week or less than two (2) regular runs per day will be entitled to seventy-five percent (75%) paid single coverage.

Plan A - For Employees electing health insurance

MESSA Choices II

Deductible:	\$200/\$400
Office Visit:	\$20 co-pay
Prescription:	\$10/20

MESSA

Negotiated Long Term Disability:	70%
	\$2,500 Monthly Maximum Benefit
	90 Calendar Days Modified Fill
	Pre-Existing Condition Waiver - Yes
	Freeze on Offsets - Yes
	Alcoholism/Drug Addiction
	Mental/Nervous Condition
	Cost of Living Benefit
	Two Year Own Occupation

Negotiated Life:	\$30,000 with AD&D
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Vision:	VSP-2 Silver
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Delta Dental:	75/75/75: \$1,000 Annual Max
	75: \$1,300 Lifetime Max
	Two cleanings per year; no adult Ortho

The Board shall adopt and make available a Section 125 premium conversion option for Bargaining Unit Members who pay a portion of their premium.

Plan B - For Bargaining Unit Members not electing health insurance

MESSA

Negotiated Life:	\$30,000 with AD&D
Negotiated Long Term Disability:	70% (Same as above)
Vision:	VSP-2 Silver
Delta Dental:	75/75/75: \$1,000 Annual Max 75: \$1,300 Lifetime Max Two cleanings per year; no adult Ortho

Those Bargaining Unit Members electing Plan B coverage shall receive one hundred and fifty dollars (\$150) per month in an annuity or cash payment after the first year of employment.

Retirement:

At retirement or resignation (with at least five (5) years of employment with the District at the time of resignation) Bargaining Unit Members shall receive thirty-five dollars (\$35) per day for each accumulated sick day to a maximum of four thousand dollars (\$4000).

**ARTICLE TWENTY-TWO
SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any Bargaining Unit Member shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

**ARTICLE TWENTY-THREE
ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE TWENTY-FOUR
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until August 27, 2011. If either party desires to terminate this Agreement, it shall give written notice ninety (90) days prior to the termination date. If neither party shall give notice of termination, this Agreement shall continue in full force and effort from year to year thereafter subject to notice of termination of either party on ninety (90) days written notice prior to the current year of termination.

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments that may be agreed upon and they shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of termination or modification shall be in writing and shall include the names of the bargaining committee and shall be sufficient if sent by certified mail and addressed to the Association, Marion Educational Support Personnel, Marion, Michigan 49665 and if to the Board, addressed to Marion Public Schools, Marion, Michigan 49665, or to any other such addresses the Association and the Board may make available to each other in writing. Upon receipt of notice of termination or modification, the party receiving such notification shall send the names of its bargaining committee to the other party by certified mail within five (5) days. Negotiations on a new contract and/or modification of this Agreement shall commence within twenty (20) days of the sending of the names of the bargaining committee of the non-notification party

**FOR THE BOARD OF EDUCATION
MARION PUBLIC SCHOOLS**

FOR THE MARION ESP

BY: _____
PRESIDENT OF THE BOARD

BY: _____
PRESIDENT OF THE ESP

BY: _____
NEGOTIATOR

BY: _____
NEGOTIATOR

BY: _____
NEGOTIATOR

BY: _____
NEGOTIATOR

DATE: _____

DATE: _____

MARION ESP GRIEVANCE FORM

<u>BUILDING</u>	<u>CLASSIFICATION</u>	<u>NAME OF GRIEVANT</u>	<u>DATE FILED</u>

Step One

A. Date Grievance occurred: _____

B. Statement of Grievance: _____

C. Article (s) of the contract that were violated: _____

D. Relief Sought: _____

Grievant: _____ President or Steward: _____

Date: _____

Date: _____

E. Disposition by Immediate Supervisor: _____

Signature: _____

Date: _____

F. Grievant and/or Association Position: _____

Grievant: _____ President or Steward: _____

Date: _____

Date: _____

Step Two

A. Date received by Superintendent: _____

B. Disposition of Superintendent: _____

Signature: _____

Date: _____

If additional information is needed at any step, please attach paperwork to this form.

C. Position of Grievant and/or Association: _____

Grievant: _____ President or Steward: _____

Date: _____

Date: _____

Step Three

A. Date received by Board of Education: _____

B. Disposition of Board of Education: _____

Signature: _____ *Date:* _____

C. Position of Grievant and/or Association: _____

Association President: _____ *Date:* _____

Step Four

A. Date submitted to Mediator: _____

B. Date and Name of Mediator: _____

C. Please attach Mediation Form and disposition of mediation to this form.

Association President: _____ *Date:* _____

Step Five

D. Date submitted to Arbitrator: _____

E. Hearing Date and Name of Arbitrator: _____

F. Arbitrator's Decision (Attach decision to this form): _____

Please note: Grievances must be signed by the association before filing! Only the Association may move grievances to Arbitration (Step Four).