

**MASTER AGREEMENT**  
**MARION BOARD OF EDUCATION**  
**AND**  
**THE MARION EDUCATIONAL**  
**SUPPORT PERSONNEL**  
**MEA/NEA**

**August 28, 2003 – August 27, 2009**

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## INDEX

		PAGE
	Preamble	2
Article One	Agreement and Recognition	2
Article Two	Agency Shop	2
Article Three	Board Rights	3
Article Four	Discipline	4
Article Five	Grievance Procedure	5
Article Six	Employee Files and Records	8
Article Seven	Seniority	9
Article Eight	Working Conditions	10
Article Nine	Certifications	11
Article Ten	Professional Development	11
Article Eleven	Classifications	12
Article Twelve	Assignment of Runs	12
Article Thirteen	Extra Bus Trips	12
Article Fourteen	Parent-Bus Driver Conferences	15
Article Fifteen	Vacancies, Transfers and Promotions	16
Article Sixteen	Layoff and Recall	17
Article Seventeen	Leaves of Absences	18
Article Eighteen	No Strike Clause	20
Article Nineteen	Overtime	20
Article Twenty	Wages	20
Article Twenty-One	Fringe Benefits	22
Article Twenty-Two	Severability	24
Article Twenty-Three	Entire Agreement	24
Article Twenty-Four	Termination and Modification	25
	Letter of Agreement	
	Grievance Form	
	Mediation Form	

## 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 Employees, 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 Employees 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 9th day of April, 2007, 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 is not effected.
  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 Employees for cause; assign work or duties to Employees; and to lay off Employees, consistent with the terms of this Agreement.
  4. Determine the qualifications of Employees, 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 Employees and to require attendance at any workshop, conference, etc. by Employees, including special programs. Employees 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 Employee 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 Employee and the Association in writing.
- B. An Employee shall be entitled to have a representative of the Association during any meeting which the Employee believes may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the Employee 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 Employee 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 Employee, 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 Employees 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 Employee(s).
  - 2. By the Association Rep, the Superintendent of Schools and Employee(s).
  - 3. By the Association Rep, the Board of Education and the Employee(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 Employee discharged or suspended without just cause shall present a grievance in accordance with this Article.

### LEVEL ONE

The Employee(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. (moved from bottom of this article) 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) 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) 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. An Employee 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 an Employee's official personnel file shall be the Employee, his/her immediate supervisor, the Superintendent, the Association through its designated representatives, officers as needed for official business, and any individuals authorized by the Employee unless otherwise indicated in D.
- C. No materials, including but not limited to, students, parental, or Employer personnel complaints originating after initial employment shall be placed in an Employee's official personnel file unless the Employee has had an opportunity to review the materials. Complaints against the Employee shall be put in writing, with names of complainants, administrative action taken, and remedy clearly stated. The Employee 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 Employee review. If the Employee 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 Employee'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, FIOA, or pursuant to a lawfully issued order or subpoena. In the event a request is made for such records, the Employer shall promptly notify the Employee and Association.
- E. The Board will promptly notify the Employee 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 Employee's address of record.
- F. There shall be only one official personnel file for each Employee; the only records kept in this file shall be:
  - 1. Applications, professional credentials, letters of recommendation (with sender's name redacted);
  - 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 Employee 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.

Prior to the commencement of school each year that this contract is in effect, 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 route shall consist of the same morning and night run and shall not be split. The noon and vocational bus runs 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.

### Seniority Lists:

The seniority list for the Bargaining Unit will show the name, first day of work, job title, and classification in which the Employee 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 Employee quits.
2. If the Employee retires.
3. If the Employee is discharged for just cause and not reinstated.
4. If the Employee does not return to work within ten (10) working days after date of recall from layoff unless the Employee submits an acceptable reason for not responding to the recall.

### Probationary Employees:

There shall be no seniority among probationary Employees. When an Employee finishes a thirty day (30) probationary period, the Employee 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;
3. Permanent Sub Driver (based on most senior, by date of hire, in the sub pool).

## **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. Employees 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.

## 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 non-Bargaining Unit Member who, when employed by the District, may be assigned bargaining unit work as required by the District and shall be awarded an open route when it becomes vacant on a seniority basis.
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.

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.

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

## ARTICLE THIRTEEN EXTRA BUS TRIPS

“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 health aides forfeiting a regular or voc-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 extra-trip 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 that are estimated to take longer than two (2) hours. 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.

Trips that are estimated to be less than two (2) hours in length will be paid at the extra-trip rate.

Extra duties that are needed in the bus garage will be assigned on a seniority rotation basis. 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. 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.

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 by 3:00 p.m. of the previous school day unless notice of such extra trip is not posted on the previous day prior to 6:30 a.m. In such event, preference indication must be made as soon as possible after posting.

Scratching time for extra trips:

Extra trips leaving at 2:00 p.m. or later must be scratched by 9:00 a.m. the day of the trip and extra trips leaving before 2:00 p.m. must be scratched by 3:00 p.m. the night before. If driver scratched after the allowed time the following driver 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. or leaving within 60 minutes of completion of a regular run.

Meal tickets shall be as follows:

Meals will be reimbursed, with receipts, for up to \$10.00 for each meal.

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.
4. Buses should be at the boarding site prior to departure time.
5. Bus leaves when teachers or coaching staff are ready.
6. Driver is to know where they are going and how to get to the approximate destination.
7. Bus and driver are to remain at destination unless other arrangements are made with the teachers or coaching staff.
8. 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.
9. Drivers will comply with teachers and coaching staff requests, including stopping for meals and breaks when and where they want when weather permits.
10. Teachers and coaching staff are responsible for students' behavior on the bus.

Minimum pay of two (2) hours is granted for extra trips.

#### **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 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 Employees may apply in writing to the office listed on the posting or central office within the posting period. The Employer shall notify appropriate Employees of vacancies

occurring during the summer months (June, July, August) by sending notice of same to each Employee 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 Member 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. The District shall employ sub drivers to fill in during the absence of a regular driver; or in the event of a vacancy in the bargaining unit, the same can be filled in accordance with the provisions of this Agreement. Sub drivers will not be hired to perform bargaining unit work except as provided in this Agreement.
4. 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 Employee 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 Employee, 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 Employee may claim seniority over another Employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the Employee he/she seeks to replace. A part-time Employee may claim seniority over another part-time Employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the part-time Employee 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 Employee 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) will be allowed for snow or inclement weather.

Incident Weather Delay or Cancellation:

In the event that bus runs are cancelled or delayed, the administration shall telephone each bus driver by 6:00 A.M. to advise him/her of the cancellation or delay. If notice is not given by 6:00 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 driver that called in sick will be charged with a sick day. A driver on leave will not be paid.

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 delays: Unlimited are paid

Three (3) hour delays: 1-5 delays considered one (1) snow day.

Three (3) hour delays: 6-11 delays considered second snow day.

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 Employee's sick leave.

Jury Duty:

Employees required to appear for jury duty will be paid full pay for all time missed. However, the Employee 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 member shall submit a letter of intent to return to work thirty (30) days prior to the return date. The 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 Employees 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 Employees.

### ARTICLE NINETEEN OVERTIME

When requested to work overtime, Employees 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 up to forty-five in the same workweek. Any hours worked over forty-five (45) in the same workweek will be paid at the straight time rate plus compensatory time for the excess (ex. Fifty (50) hours worked will be paid one and one-half (1½) times the employee's hourly wage up to forty-five (45) hours, then the five (5) remaining hours paid at regular wage plus two and one-half (2 ½) hours compensatory time). Paid absences or other paid or unpaid leaves under this Agreement shall not be considered as time for the purpose of overtime computation or eligibility.

Compensatory time must be taken within a four (4) week period unless otherwise mutually agreed upon in writing by the employee and his/her immediate supervisor.

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.

### 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:

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
					2.00%	2.00%
Regular Driver	\$25.56	\$25.56	\$25.82	\$13.04	\$13.30	\$13.57
*Bus Aide				\$11.15	\$11.37	\$11.60
Bus Aide w/ CDL				\$12.15	\$12.39	\$12.64
PPI Driver				\$13.04	\$13.30	\$13.57
CTC Driver	\$35.04	\$35.04	\$35.39	\$13.04	\$13.30	\$13.57
Special Ed Driver	\$25.56	\$25.56	\$25.82	\$13.04	\$13.30	\$13.57
Extra Trip	\$10.93	\$10.93	\$11.04	\$11.15	\$11.37	\$11.60
Probationary/ Sub Driver	\$19.00	\$19.00	\$19.19	\$9.79	\$9.99	\$10.19
Garage Rate				\$9.00	\$9.18	\$9.36

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 Driver and Substitute Driver 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.

\*Bus Aides will be paid \$1.00 more per hour if they meet all the qualifications of a bus driver.

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.

Sub Drivers for CTC, Van and Bus Aide will be based on seniority and posted separately from other trips.

Paraprofessional Wage Schedule:

<u>Parprofessional</u>	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
			1.00%	1.00%	2.00%	2.00%
Step One	\$11.03	\$11.03	\$11.14	\$11.25	\$11.48	\$11.71
Step Two	\$11.47	\$11.47	\$11.58	\$11.70	\$11.93	\$12.17
Step Three	\$12.28	\$12.28	\$12.40	\$12.53	\$12.78	\$13.03
Step Four	\$12.88	\$12.88	\$13.01	\$13.14	\$13.40	\$13.67
<u>Health Aide</u>						
Step One	\$10.00	\$10.00	\$10.10	<i>(in pay scale above)</i>		
Step Two	\$10.20	\$10.20	\$10.30			
Step Three	\$10.30	\$10.30	\$10.40			
Step Four	\$10.50	\$10.50	\$10.60			

Paraprofessional:

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

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

20+ years      \$500

Bargaining Unit Members will be paid on the basis of the State required number of days per student contact days per school year. State authorized Act of God Days will be credited to the Bargaining Unit Members. Exception will be the vocational school trips which shall be the number of days the Vocational School is in session.

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, Good Friday, and \*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 Employee. 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

Blue Cross Healthcare:	Blue Cross PPO (Option 1) Prescription: \$10/20 <i>(Reimbursement back to \$5/\$10)</i>
<u>MESSA</u> 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
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

Employees shall be reimbursed \$5/\$10 on perscriptions by the Board on a monthly basis to facilitate a \$10/\$20 co-pay. Employees shall be required to turn in receipts or other acceptable proofs of purchase in order to receive reimbursement. There shall be no adverse tax consequences for Employees under this arrangement. The Board shall adopt and make available a Section 125 premium conversion option for Employees who pay a portion of their premium.

Plan B - For Employees not electing health insurance

<u>MESSA</u> 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 Employee 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, 2009. 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).*

**Marion ESP- MEA/NEA**

# Letter of Agreement

To: Charles Chase, Superintendent  
 From: Cyndi Austin, MEA Uniserv Director  
 CC: Goldie Krassow, ESP President, Linda Raymond, ESP Vice-President  
 Date: March 22, 2007  
 Re: Split Runs

It is agreed between the District and the Association that split runs will be handled in the following manner:

The van run may be split based on seniority. All AM & PM runs are not to be split with the exception of an AM run for the PPI run (if they choose). There will be a maximum of two AM & PM runs being split. The total regular runs for one driver may not exceed eight (8) hours per day. The vocational run shall be in addition to the AM & PM runs.

The vocational run will not be separate, unless this is the only run available. Should there be any issue with coverage for a split run, the transportation director in coordination with the association may have the option of not ~~the~~ splitting a run for the calendar year.

This agreement shall not constitute a precedent or past practice, nor a waiver of any rights whatsoever by either party. This agreement will expire on August 31, 2008. At this time the issue will be reassessed by both parties.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date