

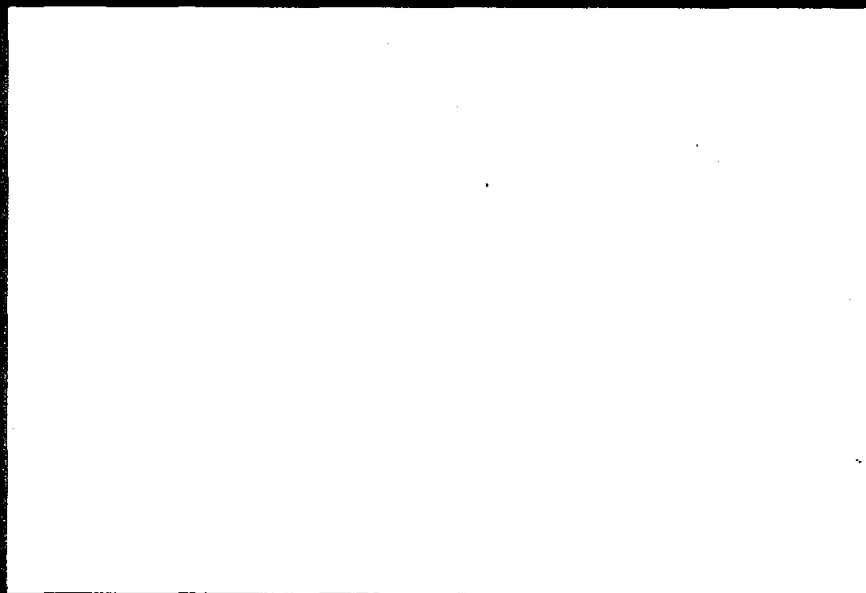
# Labor Agreement

Between



Service Employees International Union,  
Local 517M

AND



**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS**

**AND**

**LOCAL 517M OF THE SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**TEACHERS AIDES**

**JULY 1, 2005**

**THROUGH**

**AUGUST 31, 2008**

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**THE SERVICE EMPLOYEES INTERNATIONAL UNION**

**TEACHERS AIDES**

**JULY 1, 2005**

**THROUGH**

**AUGUST 31, 2008**

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**ARTICLE I**  
**AGREEMENT**

This Agreement entered into this 14<sup>th</sup> day of November, 2005, by and between the BOARD OF EDUCATION OF WAYLAND SCHOOLS, Wayland, Michigan, hereinafter called the "Employer" or the "Board," and the Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called the "SEIU" or "Union," through its local affiliate, Unit 88.

**ARTICLE II**  
**PURPOSE**

Section 1. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Section 2. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Section 3. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written mutual consent.

**ARTICLE III**  
**RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Teacher Aides including Special Education, Title I, Regular and Clerical Aides and Library Assistants of the Employer, and also including new or changed Teacher Aide classifications, but excluding all others, including the following: Supervisors, bus drivers, and custodial maintenance employees.

Section 2. Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

## ARTICLE IV

### EXTENT OF AGREEMENT

Section 1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 2. Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provision inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Although such subjects and matters need not be collectively bargained, both the Employer and the Union agree to discuss them at the conferences described in Section 4 of this Article.

Section 4. Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Unit President or his designee and the Employer's designated representative upon the request of either party.

## ARTICLE V

### MANAGEMENT RIGHTS

Section 1. The Union recognizes that the Employer has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law, that all of the rights and powers that the Employer had prior to the execution of this Agreement are retained by the Employer, and that nothing in the Agreement shall be deemed to limit or control the exercise of the same unless, and only to the extent, they are expressly and specifically limited by this Agreement.

These rights and powers, include, but are not limited to: the rights to hire, direct, assign, recall, demote and promote employees; to reprimand, suspend, and discharge employees for just cause; to lay off employees for lack of work or other legitimate reason; to reduce the work day or work week or effect reductions in hours by combining layoffs and reductions in work day or work week; to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; to determine the qualifications and competency of employees to perform available work; to change and eliminate job classifications; to establish new classifications and the work content of existing classifications; to maintain discipline, order and efficiency of employees; to plan for and manage its affairs efficiently and economically, including the determination of the quantity and quality of service to be performed; to determine the number of employees assigned to any operations, to determine the labor requirements of the District and to determine and adjust the size of the work force and to determine and adjust the schedules of work; to determine and adjust the means, methods and procedures of work and to introduce new and improved means, methods and procedures and eliminate existing means,



methods and procedures; to discontinue any service, function or operation; to establish, revise and maintain and enforce work standards.

Section 2. Except as otherwise provided herein, all reasonable rules, regulations, policies, procedures, and practices of the Employer shall remain in full force and effect and may be changed, updated and supplemented from time to time, provided that they do not conflict with an express limitation in this Agreement.

It is specifically understood, without limiting the generality of the foregoing, that the Employer shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining safety, discipline, security, efficient and/or effective operations. The Employer shall make the employees aware of new or modified rules and regulations prior to implementation. The rules and regulations shall not limit the Employer's right to discipline or discharge employees under appropriate circumstances, whether or not the cause for such action is addressed in said rules.

Section 3. Supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union.

Section 4. The Employer's right to transfer employees will be exercised in accordance with the following: a) If the transfer occurs in connection with a layoff situation, the procedures set forth in the last paragraph of Section 2, Article XII, Layoff and Recall, will be observed. b) In all other cases of transfer, the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

## ARTICLE VI

### UNION RIGHTS AND SECURITY

Section 1. The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- a) The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.
- b) Bulletin Boards and Schools Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.
- c) Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.
- d) Union Representation. Employees shall be represented by Union Steward, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the

bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

- e) The Employer agrees to furnish to the Union in response to a reasonable request from time to time, all available information of a public nature concerning the financial resources of the District and such other information of a public nature as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process grievances or complaints.

#### Section 2. Agency Shop.

- a) All bargaining unit employees shall either join the Union and pay Union dues or not join the Union but pay an equivalent amount as a Service Fee for representation by the Union. In the event that an employee shall not pay such Service Fee directly to the Union or authorize payment through Payroll deduction, the Employer shall, at the request of the Union, deduct the Service Fee from the employee's wages and remit same to the Union.

In the event the Employer, upon written notice from the Union, shall enforce the preceding paragraph, the Union agrees to indemnify and hold the Employer harmless from any and all damages and judgments which may result from such action except for loss which may be caused by the Employer's negligence.

If an employee has a bonafide religious objection to paying union dues, the parties will permit the employee to make equivalent contributions to a recognized charity, with receipts to be provided.

b) Payroll Deductions.

1. Upon written authorization from the Employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contribution programs approved by the Employer.
2. The authorized deduction of dues and service fees shall be made from a regular paycheck each month during which the employee works. The Employer agrees to promptly remit to the Union all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made. The Union agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from deductions of dues and service fees.
3. No deductions of any kind shall be made until the Employer has received a current, valid, written authorization, signed by the affected employee.
4. During the term of this Agreement, the Employer will honor a written authorization signed by any employee for the deduction of voluntary COPE contributions. Such written authorizations shall be in a form consistent with Federal law and this Agreement, and

shall be in accordance with the standard form submitted to the Employer by the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, along with a written statement of the names of the employees from whom deductions were made.

Section 3. Union leave. The Employer shall provide up to sixteen (16) hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected employee's regular work hours. The use of such released time must be approved in advance by the Local President. The affected employee's absence from work shall be in increments of half-days and full days with four hours or less constituting a half day and more than four hours constituting a full day. The Employer shall be given reasonable advance notice of any such absence from work. Only one employee shall be absent at any time. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

## **ARTICLE VII**

### **NO DISCRIMINATION**

Section 1. The Employer and the Union agree that neither will discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, physical characteristics, or marital status. A claimed violation of this Article may be the subject of a grievance, but shall not be arbitrated without the Employer's consent. However, to expedite grievance processing, any grievance which alleges a violation of this Section shall be initially filed at Level Two of the grievance procedure.

## ARTICLE VIII

### DISCIPLINE AND EMPLOYEE RIGHTS

Section 1. No employee shall be disciplined without just cause. Employees will be informed of applicable reasonable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies.

Section 2. An employee shall be entitled to have present a representative of the Union during any disciplinary action when such action will become part of the employee's personnel file. When a request for representation is made, no action shall be taken with respect to the employee until such representative is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

Section 3. Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

Section 4. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:

- a) Verbal Warning. This verbal warning shall be documented with date and topic.
- b) Written reprimand
- c) Suspension without pay
- d) Dismissal

Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case.

## ARTICLE IX

### GRIEVANCE PROCEDURE

Section 1. A grievance shall be an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement. It is expressly understood that, if the application or enforcement of a Board policy or regulation causes such alleged violation of a term of this Agreement, the application or enforcement of such policy or regulation may be challenged by a grievance.

Section 2. The Union shall designate a representative to handle grievances. The Employer hereby designates the applicable Supervisor, or his designee, to act as its representative at Level One as hereinafter described, and the Superintendent, or his designated representative, to act at Level Two as hereinafter described.

Section 3. The term "days" herein used shall mean business working days.

Section 4. Level One. An employee, group of employees, or the Union, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within thirty (30) days of its alleged occurrence, orally discuss the matter with the Supervisor in an attempt to resolve same. The supervisor shall provide his/her response within three (3) days of the discussion. If the supervisor's response does not satisfactorily resolve the grievance, the Union may proceed to Level Two.

Section 5. Level Two. A written grievance shall be filed with the Superintendent within five (5) days from the date of the Supervisor's response. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Such meeting shall be held no later than ten (10) days from the date the grievance is submitted to the Superintendent. Within five (5) days of the meeting, the Superintendent or



his designated representative shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of the same to the grievant, the Union secretary, the appropriate Supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, or his designated representative, with the Secretary of the Board within ten (10) days of the receipt of the Superintendent's written decision. The grievance will be placed on the agenda of the next Board meeting as long as it is submitted not less than five (5) days prior to the next regularly scheduled Board meeting.

Section 6. Level Three. Upon proper application as specified in Level Two, the Employer shall allow the employee, or his Union representative, an opportunity to be heard at the Board meeting for which the grievance is scheduled. Within fifteen (15) days from the hearing of the grievance, the Employer shall render its decision in writing. The Employer may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event, except with expressed written consent of the Union, final determination of the grievance be made by the Employer more than fifteen (15) days after the initial meeting.

Section 7. The number of days indicated at each level may be waived by mutual written consent of the Employer representative and the grievant/Union.

Section 8. All grievance procedures and investigations by the Union will be processed during times which do not interfere with assigned duties.

Section 9. Any individual employee, at any time, may present a grievance to his Employer and have the grievance adjusted without intervention of the Union representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect. The Union representative will not be denied the opportunity to be present at such adjustment.

Section 10. Back pay adjustments, where applicable, will be limited to the date the alleged violation occurred, and to the amount actually lost, with deduction of all sums earned, or which, by the exercise of reasonable diligence, would have been earned during the back pay period. The Employer will have no liability for any special compensation claim.

Section 11. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provision of this Article.

Section 12. In the course of investigation of any grievance, representatives of the Union will report to the principal or other Supervisor of the building being visited and state the purpose of the visit immediately.

Section 13. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

Section 14. The enclosed written grievance form shall be mutually agreed upon and must be used by the Employer and the Union. A reasonable supply of the form shall, at the beginning of the contract, be supplied to the Union. All persons involved in the grievance shall have a copy of the grievance form.

Section 15. If the grievance is not settled as a result of such final determination by the Employer, the Union shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within five (5) days from the date the Employer's final answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.

Section 16. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

a) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or Union, nor shall the arbitrator exercise any responsibility or function of the Employer or the Union. The decision of the arbitrator shall be final and binding on both parties.

b) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

c) No decision in any one case shall require a retro-active adjustment in any other case.

d) The arbitrator shall have no power to establish salary scales.

Section 17. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May

15 of any year and strict adherence to the time limits may result in hardship to any party, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

Section 18. Notwithstanding the expiration of this Agreement, any claim or grievance arising and properly filed thereunder may continue to be processed through the grievance procedure until resolution.

Section 19. If any individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so.

Section 20. If any employee for whom a grievance is sustained is found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he is found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

Section 21. Expedited Arbitration. The Union, with the prior written consent of the Employer, may process a grievance via the expedited grievance procedure outlined as follows:

a) The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.

b) If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial hearing between the Superintendent or his/her designee, as above described, the Union may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.

c) Except as provided otherwise in this Section 22, expedited arbitration shall be subject to all of the provisions of this Article.

## **ARTICLE X**

### **SENIORITY**

Section 1. Probationary Employee. New employees shall be considered as probationary employees for their first ninety (90) days worked in the classification. There shall be no seniority among probationary employees. Probationary employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re-employ any probationary employee laid off or discharged during his probationary period. After probationary employees have completed their probationary period, they shall be entered on the seniority list and shall rank in seniority from the first day worked by them in their present classification after their latest employment with the Employer.

Section 2. Definition of Seniority. Seniority is defined as length of continuous service in the bargaining unit since the employee's last date of hire or entrance into the unit. As between employees hired on the same day, seniority shall be determined by drawing lots. Seniority shall commence after completion of the probationary period and shall thereafter apply only as specifically set forth in this Agreement.

Section 3. Seniority Lists. No later than thirty (30) days following the ratification of this Agreement, and by December 1, thereafter, the Employer shall prepare a current seniority list. All seniority employees will be ranked on the list. The seniority list will be posted in a conspicuous location in each building, and a copy provided to the Unit president.

It shall be the responsibility of the Union and of the employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) work days from the date the list was given to the Unit president. Disputes as to

the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of an error within the ten (10) work days provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses of seniority. If the Employer has been notified of an alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over correctness of its actions.

Section 4. Termination of Seniority. Seniority and other benefits covered by this Agreement, and the employment relationship, will be terminated for the following reasons:

- a) If the employee voluntarily quits or retires;
- b) If the employee is discharged for just cause;
- c) If the employee is absent for any cause from work for more than three (3) working days without notifying his Supervisor, unless he has a valid excuse for such failure to give notice;
- d) If the Employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure;
- e) If the employee fails to return to work after recall within ten (10) days after receiving notice of recall, unless he has a valid excuse for such failure;
- f) If an employee has been on displacement layoff from the District for a period of twenty four (24) months, or his/her length of service at the time of layoff, whichever is greater, and has not been recalled to a bargaining unit position;
- g) If the employee violates a restriction of a leave of absence, or gives a false reason for obtaining a leave of absence or works for remuneration while on approved leave of

absence unless such work for remuneration is done with the prior written consent of the Employer;

h) If the employee makes any false representation, whenever discovered, relating to his physical condition which bears on his physical suitability for employment, or any false representation, whenever discovered, on his employment application.

A "valid excuse" for the purpose of item c) shall consist only of an accident or sickness making it impossible for the employee to have notified his Supervisor within the stated period; and for the purposes of items d) and e) shall consist only of an accident, sickness or traveling distance making it impossible for the employee to return at the stated time, providing the employee notifies his Supervisor of this reason at the earliest possible date.

## ARTICLE XI

### LAYOFF AND RECALL

Section 1. Layoff shall include: a) the displacement of an employee, and b) a reduction of twenty-five percent (25%) or more in an employee's scheduled available work. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of management require reductions in the work force or in the amount of work to be performed or in the manpower required to perform the work.

In applying part b) of the definition of layoff (twenty-five percent or greater reduction in available work) overtime or extra duty work shall not be included in determining an employee's pre-reduction work level. Post-reduction work levels shall be determined based on average hours of work over a period of the six (6) consecutive weeks, preceding the week during which the employee claims he/she reached the 25% reduction level. In addition, the reduction of 25% or more must occur within a six (6) month period.

A layoff situation may include a combination of both types of layoffs, i.e., displacement of employees and twenty-five percent (25%) or greater reduction in hours for other employees.

Section 2. In the event that the Employer decides that one or more layoffs is/are necessary within a classification, it shall utilize all reasonable means including transfers, and changes in hours, schedules and/or duty assignments, to ensure that within the classification junior employees are laid off first, provided that the senior employee has the skill and ability to perform the available work. The impact and hardship on employees will be among the factors which the Employer will consider in making its decision in these matters, although it is recognized that the ultimate responsibility in making these decisions is the Employer's.



If layoffs involve both displacement of certain employees and reduction of hours greater than twenty-five percent (25%) for other employees, the foregoing system will be applied so that the most junior employees are displaced, and the next most junior employees are reduced in hours. If a layoff involves only reduction in hours, and not displacement, the most junior employees will likewise be those affected.

If the Employer utilizes its right to transfer employees in connection with a layoff situation, as provided above, an affected employee may instead accept an available displacement. If there are more employees who desire such displacement than the number of displacements planned by the Employer, displacement requests shall be granted in order of seniority, i.e., the most senior employee first. In addition, if any employee is to be transferred, two weeks advance notice will be given, and the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

Section 3. The following recall procedure will apply to employees who have been displaced from work due to a layoff. (With respect to employees who have been reduced in hours by twenty-five percent (25%) or more, the Employer will on a continuing basis consider the possibility of increasing hours of work.)

a) Employees will be recalled in order of seniority, i.e., the most senior employee will be the first to be recalled and so forth.

b) Recall will be to the first open position in the classification, not necessarily to the job which the employee previously held.

c) The employee will be called by telephone and notified of his recall and the date on which he is to return to work.

d) If an employee is not contacted under c) above, the Employer will send a certified letter notifying the employee of his recall to work and the date on which he is to resume working. The employee will have a maximum of ten (10) calendar days to return to work.

e) It is the employee's responsibility to maintain his correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor will an incorrect address or telephone number be considered a valid excuse for a failure to report to work following a recall.

f) The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

Section 4. An employee who refuses a transfer (subject to Section 2), work assignment or recall under the procedure within this Article shall lose all seniority and be terminated as a quit, except that an employee will not be required to accept a recall to a position which averages less than seventy-five percent (75%) of the employee's predisplacement hours of work.

Section 5. The Employer will provide at least thirty (30) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit.

The Union will cooperate in meeting and consulting with the Employer if the Employer so requests to review layoffs, recalls and related matters prior to their implementation.

## **ARTICLE XII**

### **JOB POSTING**

Section 1. All application of seniority provided for in this Article shall be strictly limited to positions within the bargaining unit.

Section 2. If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted for not less than five (5) working days. Generally, such posting will include any written job description, any other qualifications which are reasonably related to the job, and the current schedule for the job. Including such information in the posting does not alter the Employer's management or other contractual rights. Copies of job postings will be supplied to the local president.

Section 3. Any seniority employee in the bargaining unit who is qualified to perform the job, and who has not successfully bid on a vacancy within the previous six (6) months, will be eligible to bid on the job. This Section also applies to seniority employees who are on a displacement layoff.

Section 4. Job bids must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

Section 5. If two or more eligible employees are qualified to perform the job and file timely bids, a junior employee will not be awarded the job in favor of a senior employee unless the junior employee's qualifications are superior to those of the senior employee. If no qualified seniority employee files a timely bid, the Employer may fill the position in its discretion.

Section 6. The Employer may cancel or postpone a job posting at any time. Upon request, the Union will be given the reason(s) for any such cancellation or postponement.

## ARTICLE XIII

### WORKING HOURS

Section 1. It is understood that this Article is not intended to guarantee any employee any number of hours per day or per week.

Section 2. The normal work day for some aides shall be six (6) hours and fifteen (15) minutes, seven (7) hours and five (5) hours and fifteen (15) minutes, per day in addition to an unpaid lunch hour. Exceptions to this normal work day would be certain teacher-aides, such as those in the office and reading center. The normal work day is subject to change by the District as needs change.

Section 3. The normal work week for some aides will be Monday through Friday, but may be less due to the school calendar, and is subject to change by the District as needs change.

#### Section 4.

a) Aides are eligible for two fifteen (15) minute rest periods per day if the employee works a schedule of at least six (6) hours. Employees working schedules of less than six (6) hours, but greater than three (3) hours shall be eligible for one fifteen (15) minute rest period. The supervisor will schedule such rest periods.

b) Employees working at least five (5) hours per day shall be entitled to a thirty (30) minute unpaid lunch break. It is understood situations may arise in which the employee will not receive the entire thirty (30) minutes, but the Board shall not shorten the lunch break for arbitrary reasons. Should the employee be assigned work during their unpaid lunch, which results in a loss of fifteen (15) minutes or more of that unpaid lunch break, they shall be compensated by being paid for the time worked, or they shall be given compensatory time off equal to the time lost.

Section 5. Overtime work will be assigned by the Employer. Employees shall receive time and one-half (1½) for hours they work in excess of forty (40) hours per week.

Section 6. All employees will be notified of job assignment transfers, if known, for the next school year prior to the end of the school year.

## ARTICLE XIV

### WORKING CONDITIONS

#### Section 1. Safety and Health.

a) An employee will not be required to perform unusually hazardous work which (i) is not an ordinary element of the employee's job, and (ii) poses a serious and immediate threat to the employee's health or safety. An employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat. In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply.

b) The Employer will provide approved first aid material in work areas.

c) If an employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or his designee.

Section 2. The Employer will support and assist employees with respect to preventing students from improperly interfering with the performance work.

Section 3. Employees will not be required to perform supervisory duties. If an employee believes that this Section is being violated, the rule will be "work now, grieve later."

## ARTICLE XV

### UNPAID LEAVE OF ABSENCE

Section 1. Personal Leave. An employee may be granted an unpaid leave of absence for personal reasons, or an extension of such a leave, for any period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reasons for the leave or extension. The granting of such leave or extension shall be given by the Superintendent. Such leave or extension shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the employee has received prior written authorization from the Superintendent. Requests for personal leaves and for extensions shall be considered based upon the reason for the leave or extension and the effect of the leave or extension on the District's operations.

Section 2. Military Leave. An employee who leaves the employment of the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for reemployment, be entitled to whatever reinstatement privileges are established by such law.

Section 3: Medical leave.

a) Any employee who becomes disabled from working due to illness or injury, and whose claim of such disability is supported by evidence satisfactory to the Employer, shall be granted an unpaid sick leave of absence for a period, as necessary, of up to one (1) year or the length of the employee's disability, whichever is less. Extensions will be requested and will be handled in the same manner as initial applications for a sick leave. Such satisfactory evidence, if requested by the Employer, may include a doctor's certificate.

b) Any employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid sick leave for the duration of such illness or disability,

subject to the same terms and conditions, as set forth in this Article, which apply to non-work related sick leaves.

c) An employee granted sick leave of absence upon his verbal request, or one made in his behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing, together with such evidence of his need for leave as the Employer may require including, if required, a doctor's certificate.

d) The Employer may require a doctor's certificate that an employee has fully recovered and is able to perform all the element of his job prior to returning such employee to work, or to determine if such employee continues to be ill or disabled for the purpose of extending a leave of absence.

e) An employee on sick leave of absence shall, upon return to work, be re-employed on his regular job as his seniority and abilities would permit, provided the above requirements are met. If no job is available which the employee's seniority and abilities permit him to fill, the employee shall be deemed to be laid off.

f) An employee shall give prompt notice to the Superintendent of the employee's ability to return to work.

g) The Employer shall return the employee to work not later than the first Monday after the Employer receives such notice, and the employee has been determined to be able to return to work, unless the effect of another provision of this Agreement would extend such time.

h) This Section shall apply to a disability which is due to pregnancy, or to childbirth, or to a medical condition related to pregnancy or childbirth.

i) At its expense, the Employer may require an employee to be examined by a doctor who is mutually agreeable to both the employee and the Employer, in connection with



either the approval or extension of a sick leave, or in connection with an employee's ability to return to work.

Section 4. Union Leave. A leave of absence of up to four (4) years shall be granted upon application for the purpose of serving as an officer of the Union.

Section 5. General. If an employee violates or falsifies the reason for a leave; obtains other employment during a leave without prior written authorization; or overstays a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible (subject to the provisions of Article X, Seniority), the employee shall be deemed to have quit his job. If the employee complies with the provisions of this Article, the employee shall retain but shall not accumulate seniority during the leave.

All leaves of absence which are provided for in this Article shall be without pay.

## ARTICLE XVI

### GENERAL

Section 1. There are no understandings or agreement or past practices which are binding on either the Employee or the union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

Section 2. The provisions of this Agreement, including but not limited to wages and benefits, apply only to employees who are included in the bargaining unit. This Agreement does not apply to any other employees, or in any way restrict the Employer's actions with respect to non-bargaining unit employees.

Section 3. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, (the Act) an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate the Act provided that such policies are consistent with the Act.

## ARTICLE XVII

### PEACEFUL RELATIONS

Section 1. Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow-downs; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the employee shall have the burden of proving the actual existence of such danger.

Section 2. The Employer shall have the absolute right to discharge or otherwise discipline any individual employee or group of employees who violate Section 1 of this Article. Such discipline may be grieved and arbitrated, but the arbitrator shall have no authority to mitigate or reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

Section 3. In the event there is an alleged violation of Section 1 of this Article, the Union shall immediately inform every employee in writing, with a copy to the Employer, that such activity is unauthorized by the Union, that such activity is in violation of this Agreement, and that such activity in and of itself, is cause for discharge as defined in Section 2 above.

## **ARTICLE XVIII**

### **SEPARABILITY AND SAVINGS CLAUSE**

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

**ARTICLE XIX**

**DURATION OF AGREEMENT**

Section 1. This Agreement shall be in effect from July 1, 2005, through August 31, 2008. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Section 2. The Employer agrees to supply copies of this Agreement to the Union and to all bargaining unit employees now or hereafter employed.

THE BOARD OF EDUCATION OF  
THE WAYLAND UNION SCHOOLS

By *Roger Van Volkenburg*

By *James Slagter*

LOCAL 517M OF THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

By *Jan Goodwin*

By *Jim Lake*

**SCHEDULE A**

**ARTICLE A.1**

**WAGES AND LONGEVITY**

Section 1. Wage rates over the term of this Agreement shall be increased by 2% for 2005-06, retroactive to July 1, 2005, by 2.5% for 2006-07, effective the first payroll of the school year after reporting back to work, and there shall be a reopener for wages and economic benefits for 2007-08. The new wage schedule is as follows:

	<u>Step</u>	<u>Rate</u> 2005/06	<u>Rate</u> 2006/07
	0	\$9.14	\$9.37
	1 yr	\$9.42	\$9.66
	2 yr	\$10.01	\$10.26
	5 yr	\$10.32	\$10.58
	10 yr	\$10.62	\$10.88
	15 yr	\$10.93	\$11.21
Library	HS	\$9.14	\$9.37
	1	\$9.42	\$9.66
	2 yr	\$10.01	\$10.26
	5 yr	\$10.32	\$10.58
	10 yr	\$10.62	\$10.88
	15 yr	\$10.93	\$11.21
	AB	\$10.95	\$11.23
	5 yr	\$11.27	\$11.55
	10 yr	\$11.60	\$11.89
	15 yr	\$11.90	\$12.20
	BA/BS	\$12.03	\$12.33
	5 yr	\$12.34	\$12.65
	10 yr	\$12.66	\$12.98
	15 yr	\$12.95	\$13.27
Library Class*		10%	10%

Explanatory Notes:

1. Library Media Assistants and Title I Aides who are hired with a HS Diploma will be paid according to HS Diploma Scale.

2. A Library Media Assistant or Reading Instructional Aide with an Associate Degree (AB) or 60 college hours will be paid at the AB scale.
3. A Library Media Assistant or Reading Instructional Aide with a BA/BS Degree will be paid at the BA/BS rate.
4. Those Library Media Assistants who have achieved "Library Classification," as awarded by the State Library Association, will be paid an additional 10% above the individual rate.

Section 2. Employees who are temporarily or permanently transferred to a higher classification will be paid at the new (higher) classification rate after five (5) days.

In all permanent transfers, whether to a degreed or non-degreed classification within the bargaining unit, the employee will remain at the employee's current step. This applies only to transfers within the bargaining unit.

Section 3. When the employer exercises its rights to permanently transfer an employee to another location or classification within the bargaining unit, the employee will be given such reasonable advance notice as circumstances permit, and the employee will have an opportunity to meet with the supervisor to discuss any concerns the employee may have.

Section 4. When an employee works as a substitute, the employee will be paid at their regular rate of pay. A system will be maintained which is intended to give bargaining unit employees the first chance to work as substitutes. If a bargaining unit employee is incorrectly passed over, their sole remedy will be the offer of the next available opportunity to substitute.

## ARTICLE A.2

### BENEFITS

Section 1. Personal Business Leave. Employees will be allowed three (3) personal business days per school year. Unused days, if any, at the end of the school year shall be added to the employee's sick leave accumulation. This leave is to be used to transact non-social, non-recreational personal business, which is of an urgent nature and cannot reasonably be transacted at another time. Arrangements for such leave must be made 24 hours in advance with the immediate supervisor. The following guidelines are examples of acceptable and non-acceptable reasons for a personal business leave. The examples are not meant to be all inclusive.

#### ACCEPTABLE

- A. Legal, banking, and real estate matters involving the employee and the banker, lawyer or broker.
- B. Critical injury of a relative with whom the employee is close.
- C. To attend the wedding of another member of the employee's immediate family, or to attend a wedding in which the employee is a member of the wedding party.
- D. Funeral of a close friend.
- E. Other requests will be reviewed, and if granted, similar requests would be approved for all other non-teaching employees.



NON-ACCEPTABLE

A. Any form of recreation such as an extended holiday, vacation, hunting, fishing, travel, sporting events, reunions, picnics, birthdays, and weddings.

B. Housekeeping, shopping, preparation for social events, or home improvement projects.

C. Job interviews and routine physical examinations.

D. Lottery drawings, political campaigns or events, participation in volunteer organizations, or other events and activities where attendance is not required.

E. Transportation problems.

F. Note: While the above are unacceptable with pay, some of them may be acceptable without pay.

Section 2. Paid Sick Leave. Sick leave for employees shall be earned at the rate of one (1) day per month worked, with a maximum of ten (10) days per year, to accumulate to seventy-five (75) days. Employees who are hired into the bargaining unit during the school year shall have their sick leave and personal business leave days prorated for the remainder of the school year, based on the percentage of the school year they are scheduled to work. The Board reserves the right to require reasonable proof of illness including a doctor's certificate where a pattern of sick leave indicates abuse.

Section 3. Family Emergency Leave. Up to five (5) days per occurrence, or such additional number of days as may be authorized in writing by the Board, of the accumulated sick leave allowance, may be used for a death in the immediate family and/or emergency in the immediate family. The immediate family shall include father, mother, grandmother, grandfather,

sister, brother, children, grandchildren, spouse, spouse's father, mother, grandmother, grandfather, sister, brother, children, grandchildren, step parents, step children, brother-in-law, sister-in-law.

Section 4. Jury Duty. In the event an employee is asked to perform jury duty, he/she shall be reimbursed the difference between his/her salary and the salary he/she received for serving on the jury, excluding mileage.

Section 5. Insurance Benefit. Employees who work twenty (20) hours per week or more shall receive the following additional amount added to their salary (50% in December, 50% in May):

<u>Years of Service</u>	<u>Ins. Benefit Per Month</u>	<u>Ins. Benefit Per Year</u>
0	\$20	\$240
1	\$21	\$252
2	\$22	\$264
3	\$23	\$276
4	\$24	\$288
5	\$25	\$300
6	\$26	\$312
7	\$27	\$324
8	\$28	\$336
9	\$29	\$348
10	\$30	\$360

"Years of Service" is measured from the employee's last date of hire by the District.

Section 6. Snow Days. Employees will be paid their rate of pay for the specific day of emergency or inclement weather closing as they occur, including all two (2) hour delays that fall within the employee's scheduled work day(s). Any emergency or inclement weather closing days which are required by the Michigan Department of Education to be rescheduled shall be scheduled as student instruction days by the District. When the District needs to add days, as mandated by the State, employees will work the extra day(s) with no additional pay.

Section 7. Holidays. Holiday pay will take place as the holiday occurs. Paid holidays for all Aides are: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. In addition, employees with 10+ years of seniority will also have Memorial Day as a paid holiday.

Section 8. Attendance Incentive: Employees who have accumulated at least ten (10) days of sick leave allowance as of the preceding June 30, shall receive an attendance incentive payment on or before the next June 30, based on the number of sick days used during the preceding school year as follows: zero days used (\$100); one day used (\$75); two days used (\$50).

Section 9. Sick Bank: In the event an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the employee may be eligible to use days donated by members of this bargaining unit as long as the employee has exhausted all of his/her sick and personal days. This illness or disability must be of an emergency nature and the leave must be taken as an uninterrupted block of time for each illness or disability. No employee receiving compensation by any other means (i.e. workers compensation, long term disability) shall be eligible. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

Upon the request from an eligible employee, the Superintendent or designee will invite the donation of up to one sick day per member, per incident, of the bargaining unit. In no school year shall the number of donated days for an individual eligible employee exceed one day per member of the bargaining unit. However, additional days may be invited at the discretion of the Superintendent or designee. Unused donated days shall not accumulate. Any days not used shall be returned to the employees contributing such days on a random basis (i.e. drawing straws, pulling names of hat, etc) as determined by the District, which determination may not be grieved.

Donation of a sick leave day shall not be considered use of a sick leave day for purposes of the Attendance Incentive in Article A.2, Section 8. If an employee chooses to donate more than one sick day per semester, the additional day shall affect the Attendance Incentive.

Letter of Understanding

between

Wayland Union Schools

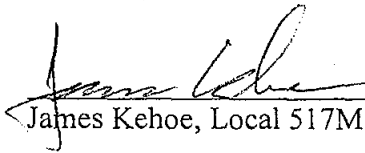
and

SEIU Local 517M  
(representing Teachers Aides)

All employees who complete or have completed the Work Keys test for NCLB certification between July 1, 2003, and January 8, 2006, will be reimbursed for the cost of one such test.



Eivor Swan, Superintendent



James Kehoe, Local 517M, SEIU

11-15-05  
Date

12-16-05  
Date