

4/22

6/30/2000

AGREEMENT
BETWEEN
BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS
AND
LOCAL 586 OF THE SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, CLC
UNIT 65
BUS DRIVERS
JULY 1997
thru
JUNE 2000

Wayland Union Schools

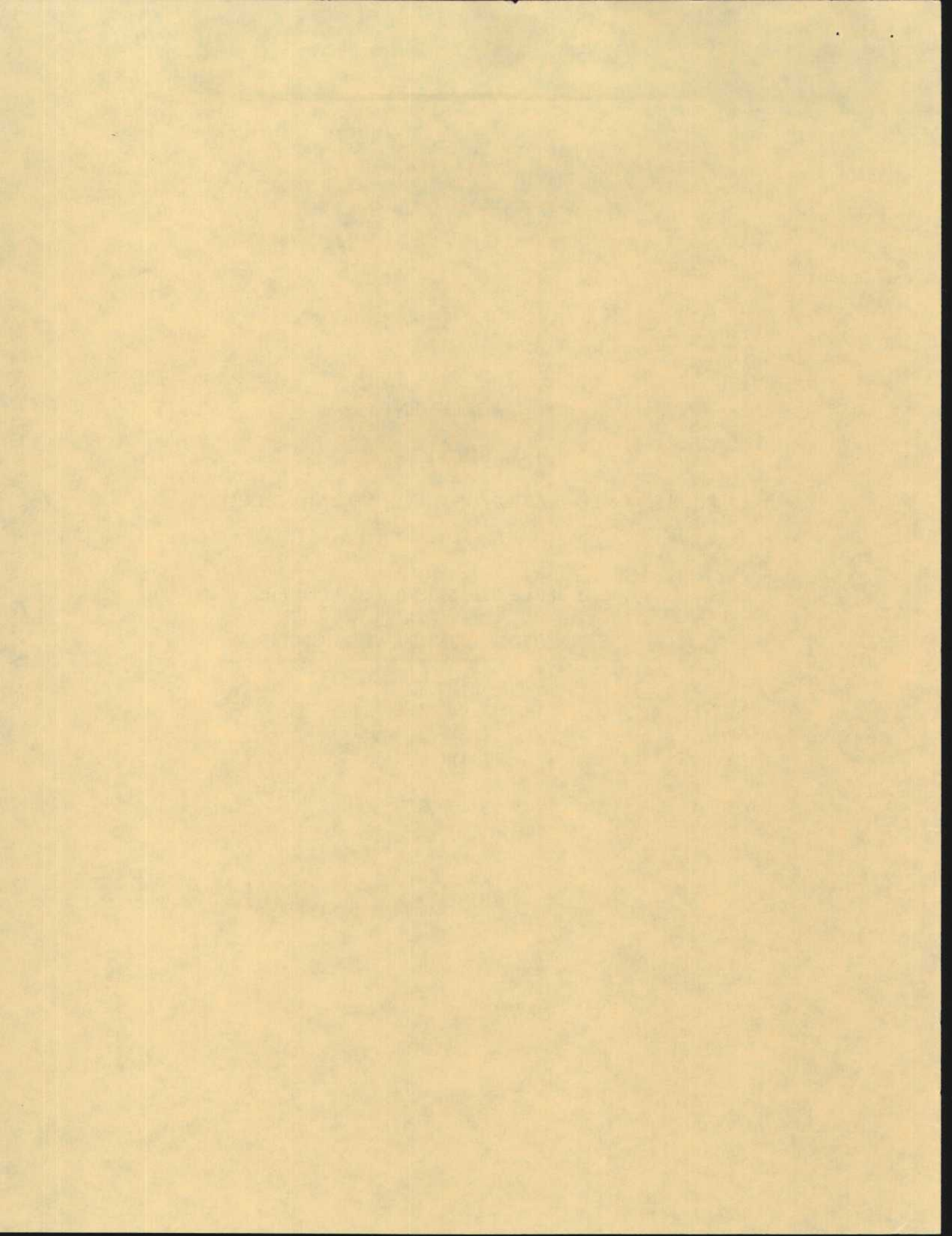


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AGREEMENT

ARTICLE I

This Agreement entered into this ____ day of February, 1998, by and between the BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS, Wayland, Michigan, hereinafter called the "Employer" or the "Board", and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter called "S.E.I.U.." or "Union," through its local affiliate, Local 586, S.E.I.U., Unit 65.

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 regular bus drivers, but excluding all other employees, including the following: supervisors; substitute drivers; substitute summer and student employees; mechanics; employees covered by CETA and other federal or state externally funded programs except that, such externally funded employees shall, if required by law, be covered by this Agreement and/or represented by the Union, to the extent required by such law.

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 this 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 Union 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 this 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, including bus schedules; 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. As is presently the case, 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. However, this Section is intended to provide for temporary or occasional relief and will not be used to displace bargaining unit employees with non-bargaining unit employees.

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 School 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 Stewards, 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. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union including local, state, and national dues, if appropriate; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein.

B. If any employee to whom the provisions of paragraph A apply fails to comply therewith and the Union certifies such fact to the Employer and requests it to institute dismissal proceedings, the Employer shall give such employee notice that his employment will be terminated. If the employee challenges that decision before an agency or court of competent jurisdiction such employee's employment will be continued in normal fashion until the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by any party to the action) upholding such termination.

It is agreed that with respect to any employee to whom the foregoing provisions apply, failure or refusal to comply with such provisions constitutes just cause for dismissal.

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with these provisions, 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.

C. If an employee has a bona fide 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.

D. 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 contributions 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.

Section 3. Union Leave. The Employer shall provide up to 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.

Section 2. References in this Agreement to the masculine gender are for convenience only, and apply equally to the feminine gender.

ARTICLE VIII

DISCIPLINE AND EMPLOYEE RIGHTS

Section 1. No employee shall be disciplined without just cause. Work rules have been issued. If the Employer decides to change or add to the rules in the future, the change or addition will be posted and a copy provided to the Union. If the Union believes that the change or addition is unreasonable, the issue of reasonableness shall be subject to the grievance and arbitration procedure.

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) Discussion of problem between employee and supervisor.
- b) Written warning by supervisor.
- 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

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 X

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. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the matter to writing, present it (a written grievance) to the Supervisor for his signature, and proceed within five (5) days of said discussion to Level Two.

Section 5. Level Two: A copy of the written grievance shall be filed with the Superintendent, as specified in Level One, with the endorsement thereon of the approval or disapproval of the Union, the disposition of the grievant, and endorsement of the Level One Supervisor. 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. Within five (5) days of the discussion, the Superintendent, or his designated representative, shall render his decision in writing, with the disposition of the grievant, 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 not less than seven (7) 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, shall 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 provisions 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 forms shall, at the beginning, 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 of 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 retroactive 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. Grievances filed as Union grievances may, at the option of the Union, be initiated at Level Two of the grievance procedure, within thirty (30) days after the occurrence of the alleged grievance.

Section 20. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so.

Section 21. 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 22. 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 and the Union, 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 XI

SENIORITY

Section 1. Probationary Employees. 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 Union 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 local 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 the 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 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 the employee has been on displacement layoff from the District for a period of twelve (12) 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 bear 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.

Section 5. When a temporary or substitute employee is assigned to replace a regular employee for 60 consecutive work days, he/she will then become eligible to receive benefits. These benefits will continue only as long as the assignment continues. This section is not intended to have any effect upon the employee's seniority or seniority status, which are controlled by other applicable provisions of this agreement.

ARTICLE XII

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 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 twenty-five percent (25%) or more must occur within a six 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 insure 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 (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 employees are 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 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 main 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 (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 XIII

JOB POSTING

Section 1. All applications 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. Qualifications for the job will be as determined by the Employer. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job.

Copies of job postings will be supplied to the local president.

Section 3. Any seniority employees who are working in a classification other than the job posted, who are 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.

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 filed 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.

Section 7. An employee who successfully bids on a job will have a trial period of five (5) consecutive working days during which the employee may be disqualified by the Employer, or may disqualify him/herself. If the employee disqualifies him/herself, the employee will be ineligible to bid again for six (6) months as provided in Section 3 above. The ineligibility provision, however, shall not apply if the employee is disqualified by the Employer.

ARTICLE XIV

HOURS OF WORK AND OVERTIME

Section 1. Nothing contained in this Agreement shall be construed to guarantee any minimum of work, or a guaranteed work day, week or year.

Section 2. Overtime. Overtime shall not be worked unless it has been authorized. Overtime, at the rate of 1-1/2 times the employee's regular wage will be paid for all hours worked in excess of forty (40) in a work week. Paid holidays, paid vacation and all other paid time off will be credited towards such forty (40) hours, provided that the employee works all scheduled hours during the week in question, and provided further that there will be no more than eight (8) hours of such credit per holiday, including time worked if an employee works on a holiday.

Overtime work will be assigned by the Employer.

ARTICLE XV

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 of work. A master list of bus rules will be posted on every bus.

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 XVI

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 within the discretion of 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 or 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 laws.

Section 3. Sick 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 required 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 elements of his job prior to returning such employees to work, or to determine if such employee continues to be ill or disabled for the purposes 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 if 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 XI, 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 XVII

PAID LEAVE

Section 1. One (1) day each year shall be available for personal business. This one day, if not taken, can be accumulated up to three (3) over a three (3) year period. This day may not be taken just preceding or following a break period and the first and last days of the school year. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else for hunting, for fishing, or other vacation or recreational activities. Personal business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. A statement for a personal business leave must be submitted in writing at least one (1) week in advance, except in the event of an emergency when a shorter notice may be acceptable, to the immediate Supervisor.

Section 2. At the beginning of each school year, all full-time school year and full year employees shall be credited with a thirteen (13) day sick leave allowance to be used for absence caused by illness or physical disability of the employee. A prorated accumulation is provided for part-time employees. The unused portion of such allowance shall accumulate to 120 days.

Up to three (3) days a year, or such additional number of days as may be authorized in writing by the Board, of the accumulated sick leave allowance may be used per death in the immediate family and/or illness in the immediate family and/or emergency in the immediate family. The immediate family shall include spouse, father, mother, grandmother, grandfather, spouse's father, mother, grandfather, grandmother, children, grandchildren, brother, sister, brother-in-law, sister-in-law, niece and nephew. Verification of illness either of the employee or member of his immediate family may be required by the Superintendent from the attending physician or other physician satisfactory to the Superintendent. Should the Superintendent require a statement by one other than the attending physician, the additional expense will be borne by the Board.

Sick days may be used in increments of one-half day. (For bus drivers, a half day is: a) 2 runs or less for a driver with 4 or 5 runs, and b) 1 run for a driver with fewer than 4 runs per day.) An absence of more than one-half day counts as a full day of absence.

An employee who abuses sick leave may be denied the use of half days, and may be restricted to using full days. The Union may grieve the reasonableness of such action.

Although sick leave may be used for an employee's doctor or dentist appointment, this is conditioned upon the employee giving his supervisor at least three (3) work days advance notice, except in cases of emergency appointments, when such advance notice is not possible.

Section 3. In the first payroll period beginning after October 1, of each school year, the Employer will notify each employee of the total number of sick days and personal days available to the employee.

Section 4. Jury Duty. In the event an employee is asked to perform jury duty, the employee shall be reimbursed the difference between his salary lost as a result of performing jury duty and the salary he received for serving on the jury, mileage excluded

ARTICLE XVIII

GENERAL

Section 1. There are no understandings or agreements or past practices which are binding on either the Employer 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 XIX

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 XX

DURATION OF AGREEMENT

Section 1. This Agreement shall continue in effect until 11:59 p.m., June 30, 2000. 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

LOCAL 586 OF THE SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, CLC

By *Patricia F. Roberts*
 Robert J. Wiseman
 Michael O. Kelly

By *James Shetter*
 Patricia King
 Christine A. Fell

SCHEDULE A

ARTICLE A.1

Section A.1.1. Wage Rates. Wage rates for bus drivers are as follows:

A. Commencing July 1, 1997:

<u>Step</u>	<u>Hourly Rate</u>
0	\$ 11.12
1	11.41
2	12.56

B. Commencing July 1, 1998:

<u>Step</u>	<u>Hourly Rate</u>
0	\$ 11.71
1	12.01
2	13.18

C. Commencing July 1, 1999:

<u>Step</u>	<u>Hourly Rate</u>
0	\$12.31
1	12.62
2	13.82

ARTICLE A.2

FRINGE BENEFITS

Section A.2.1 Extra trips to be paid at the driver's hourly rate for driving time with a guaranteed minimum of one (1) hour. Layover time to be paid at the following rates:

Effective July 1, 1997 \$ 7.53

Effective July 1, 1998 \$ 8.03

Effective July 1, 1996 \$ 8.55

A flat rate of \$12.50 will be paid when cancellation notification is less than one (1) hour. Regular driver will have the option of accepting the cancellation rate or driving regular route.

Delays - Response to:

Fog Delay
Ice Delay
Tornado Warning
Snow Delay

Layover rate up to 2 hours but no less than 1 hour will be paid if a delay is announced less than ½ hour prior to the usual route starting time.

Section A.2.2. Time for bus school and driving tests to be paid at \$7.22 per hour, effective upon ratification. Effective upon ratification, this rate of pay will also apply to training which meets all of the following conditions: The training is not required for certification; the training is made mandatory by the Employer; the training occurs outside the District and outside normal working hours. (Based on recent history, it is understood that there are two training sessions per year which would satisfy these conditions.)

Section A.2.3. The Employer will reimburse a certified bus driver for any amount over the cost of a regular drivers license. New drivers, upon completion of the probationary period, shall also be reimbursed.

Section A.2.4. Time for pre-inspection, cleaning, and gassing will be determined by the Transportation Supervisor and will be paid at the driver's hourly rate.

Section A.2.5. When an away bus trip extends over the normal lunch or supper hour, a meal allowance will be reimbursed the bus driver. The meal allowance will not exceed \$4.00 for breakfast, \$4.50 for lunch, and \$7.00 for supper, effective upon ratification. The Transportation Supervisor must approve this expenditure in advance. Payment will be made from receipts submitted to the Administration Office and signed by the Transformation Supervisor.

Section A.2.6. Beginning with the completion of the probationary period, three (3) paid holidays will be given to the drivers, in a separate check, the first pay period in January if permissible by auditing procedures and Internal Revenue Service rules. Beginning with the 1989-90 school year four (4) paid holidays will be granted.

Section A.2.7. The Board will deduct credit union payments twice a month.

Section A.2.8. This Agreement is based on scheduled student days and is to include regularly scheduled runs. In the event of school cancellation, drivers will be paid at their hourly rate for each regularly scheduled run and shall not be required to report for duty, provided, however, that any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be rescheduled shall be scheduled as student instruction days immediately prior to the last student attendance day. However, by mutual agreement of the Employer and Union, rescheduled days may be scheduled at other times. When work time is lost due to such school closings, the employee will be paid as if he/she had worked a normal schedule. However, such pay shall be applied to, and shall constitute pay for time worked on, the rescheduled days. In addition, in the event that not all

such school closing days are rescheduled, it is agreed that the school closing days which occurred closest to the end of the school year will be deemed to be the days which are rescheduled.

Section A.2.9. Section 125 Plan. Employees will have opportunity to purchase health coverage through a Section 125 plan.

ARTICLE A.3

WORKING CONDITIONS

Section A.3.1. Buses and routes will be assigned by the Transportation Supervisor. Origination, destination, and time to be determined by the Transportation Supervisor.

Section A.3.2. There will be no unauthorized passengers normally allowed on the bus during regular runs. Authorization cards, signed by the principal or supervising teacher, may be issued in the event there is a valid reason for any unauthorized passenger to ride.

Bus drivers will recognize authorization cards for athletes, band students, or legitimate activities.

Arrangements may be made, through the transportation department, for youth activities when regular bus routes and schedules permit. The Supervisor of such groups will be required to submit a list of names and dates for the drivers and records of the transportation department.

Students riding with a friend may be allowed on the bus with a note signed by the principal of the school he/she attends.

Section A.3.3. In order to maintain the transportation schedule, an emergency substitution may be made by the Transformation Supervisor using a certified driver that is immediately available. This substitution will not be subject to a grievance.

Section A.3.4. Bus drivers shall fulfill the following responsibilities:

- a) It is the responsibility of the driver to have a valid chauffeur's license.
- b) All drivers must obtain proper certification according to Michigan State law. A bus driver not properly certified shall be immediately relieved of his/her duties until he/she has obtained proper certification. He/she may then be reinstated if there is an opening for his/her services.
- c) A driver must pass a physical examination at the time he/she is hired and before August 15th of each year, or as specified by Michigan state regulations or the Employer.
- d) It is the responsibility of the driver to obtain, every three (3) years, a certificate from a doctor stating that the driver has passed a negative T.B. test. This test and an x-ray, if needed, will be paid by the Employer.
- e) All drivers are responsible to the Transportation Supervisor as their immediate supervisor.
- f) Drivers are responsible for knowing and obeying the traffic laws of the state of Michigan.
- g) Provided that a substitute is willing and available, a driver will be eligible to drive an extra trip during the time of the driver's regular run.

h) If a driver uses a spare bus, it is his/her responsibility to see that the bus is left clean and fueled for the next run.

i) Drivers on regular runs are to remain in the bus garage or behind the wheel of their bus during the time they are receiving pay. Drivers are subject to the direction of the Transportation Supervisor during this time and may be called on to drive extra trips.

j) Drivers are responsible for keeping the time schedule determined by the Transportation Supervisor.

k) Drivers are responsible for keeping an accurate records of misconduct of students to be turned in at the end of the school year or when requested by the Transportation Supervisor. The Transportation Supervisor will determine the format of this report.

l) Drivers are responsible for inspecting their buses and reporting any defects to the Transportation Supervisor immediately.

m) The bus must be warmed sufficiently before each run.

n) Drivers are responsible for discipline of students riding their buses. Excessive disorderly student conduct on a bus may be cause for discharge of the driver providing all necessary steps have been taken by the Transportation Supervisor and the driver to alleviate any problems that might exist.

o) Drivers are responsible for the safety of students riding their buses. Safety drills must be held three (3) times per year.

p) Electronic monitors (e.g., VCR monitors) may be used to assist in maintaining discipline and related matters. It is understood that drivers will be advised that monitors are being installed.

Section A.3.5. Extra trips shall be posted as soon as possible and whenever extra trips are required, the driver selected to take the extra trip will be taken by rotation from the seniority list. Each driver will have the opportunity to either accept or reject the extra trip when their name comes up according to the seniority list, with the least senior driver required to take the extra trip unless a qualified substitute is willing and available. The seniority list will be used in selecting the qualified person for the extra trip scheduled. For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

Section A.3.6. Passes for admission to away sports events will be issued to bus drivers.

Section A.3.7. Drivers who, at Board request, must make an extra trip from home to appear at a school related hearing will be reimbursed for their mileage, at the mileage rate as established by Board policy.

Section A.3.8. If "annual physical exam" required by State Regulations or the Board, the Board shall assume the full cost of physical examinations. The amount paid by the Board will be determined each year by the normal predetermined fee charged by family physicians in Wayland area for the required physical examination. Any charges over and above

this amount must be paid by the driver. If the T.B. Test is given as part of this physical, the Board will assume the cost.

Section A.3.9. A minimum of 1 ½ hours driving time will be paid for all kindergarten runs.

Section A.3.10. Time spent in attendance at mandatory bus drivers training programs will be compensated at the rate of \$7.00 per hour effective July 1, 1997. This rate will be increased to \$7.50 effective July 1, 1998 and to \$8.00 effective July 1, 1999.

Section A.3.11. Vacation. Full year drivers will be eligible for one week of vacation per summer starting in 1998, subject to the following conditions: The driver must have worked the preceding school year and the summer; the vacation must be taken at a time outside the school year which is mutually agreeable to the employee and the employer; the vacation will be paid at the driver's current rate and according to the driver's average scheduled weekly hours during the summer.

