

6/30/94

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**AGREEMENT**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION - AFL - CIO  
LOCAL UNION NO. 586**

**and**

**THE WATERVLIET BOARD OF EDUCATION**

**FOR**

**1992-93 & 1993-94 Schools Years**

**WATERVLIET PUBLIC SCHOOLS  
WATERVLIET, MICHIGAN**

*Waterliet Public Schools*

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AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION - AFL - CIO  
LOCAL UNION NO. 586

and

THE WATERVLIET BOARD OF EDUCATION

THIS AGREEMENT, made and entered into this 1st day of July, 1992 by and between the WATERVLIET BOARD OF EDUCATION, located in Watervliet, Michigan, party of the first part, and hereinafter termed the Employer, and Local Union No. 586, affiliated with The Service Employees International Union, AFL-CIO, located at 1095 Third Street, Room 103, Muskegon, Michigan, party of the second part, hereinafter called the Union. R-92

ARTICLE 1

PURPOSE AND INTENT

The purpose of this agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations for the mutual interest of the employer and the employees and the union. The employer and the union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.



## ARTICLE 2

### RECOGNITION

- A. Recognition: The employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the employer for school bus drivers and food service employees. School bus drivers shall include any employee holding a Board approved permanent position, on a school year basis, who is employed to drive a school bus on a daily basis and who performs regularly assigned driving duties for a period of at least 10 hours per week. All employees shall include any employee holding an approved permanent position, on a school year basis, who is primarily employed to provide food support services on a daily basis and who performs regularly assigned food service duties for a period of at least 10 hours per week. All office, other service employees, teachers, substitutes, supervisors, food service director, and administrators shall be excluded from the terms of this food service agreement.
- B. Agency Shop: As a condition of continued employment, all employees who as of the date of the execution of this agreement are members of the Union and all employees who thereafter join the Union must remain members of the Union in good standing, to the extent of tendering their monthly Union dues. All present employees or employees hired in the future must upon completion of their probationary period become members in good standing to the extent of tendering their monthly Union dues and assessments informally required of all members or cause to be paid to the Union a representative fee equivalent to their fair share of the Union's cost of negotiating and other collective bargaining representation. For those employees who sign payroll deduction authorization the Board agrees to deduct from the first paycheck of each month the amount of dues, initiation fees, reinstatement fees, assessments, or fines as certified by the Secretary-Treasurer of the Union, and within fifteen (15) days of the deduction forward such amount with a dues check off list to Local 586.

The Union agrees to indemnify and save the Board, including each individual school board members and representative of the Board, harmless against any and all claims, demands, cost of suits or other forms of liability, including back pay and all court or administrative agency costs, that may arise out of or by reason of action by the Board or its representatives for the purpose of complying with this section.



- C. The employer and the Union agree that for the duration of this agreement, neither shall discriminate against any employee because of race, color, age, creed, sex, nationality or political belief nor shall the employer or its agents nor the Union, its agents or members, discriminate against any employee because of his or her membership in the Union.
- D. The employer recognizes and will deal with all elected or appointed committeemen, members of the unit, or a representative of the International or Local Union in all matters relating to grievances or interpretations of the agreement.
- 1 A written list of the committeemen, members of the union and stewards shall be furnished to the employer within fifteen (15) days after the signing of this agreement. Any changes in Union committeemen or stewards subsequent to that time shall be presented to the employer in writing within (15) fifteen days of the new committeemen's election or appointment.
  - 2 The employer agrees to such arrangements as may be necessary for the Union representative to properly and expeditiously carry on their Union duties. Such arrangements shall include permission for committeemen or stewards to investigate or bring about a proper expeditious disposition of a grievance or complaint.
  3. The employer agrees that no committee men, stewards or aggrieved persons shall suffer loss of pay while processing grievances of conducting negotiations or engaged in other official joint Union-Employer activities.
  - 4 Nothing herein contained shall prevent any member of the bargaining unit from processing his or her own grievance however any member shall be accompanied by their Union official during the processing of a grievance or complaint.



ARTICLE 3

MANAGEMENT RIGHTS

- A. The school district retains the sole and exclusive right to manage and conduct its obligations in accordance with the laws of the State of Michigan, subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing,, the school district shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the school district, including the right to use improved methods or equipment.
- B. It is further recognized that the responsibility for management of the school district for the selection and direction of the working forces, including the right to hire, suspend, discharge, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine the route and stop, to assign employees to the bus run, to determine the time of the bus runs, designate the places where buses are parked, make assignments of substitutes, make any changes in routes or procedures, to determine the uses of kitchen facilities, to assign employees to specific schools, to determine the time of the lunch periods, designate the places where lunches are served, make assignments of substitutes, make any changes in procedures, is vested exclusively in the school district, subject only to the express provisions of this Agreement as hereinafter set forth.

ARTICLE 4

STRIKES AND LOCKOUTS

The Union agrees that during the life of this agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lockout the employees.



ARTICLE 5

PROBATION

A new employee shall work under the provisions of this Agreement, but shall be employed only on a 60 actual working day trial basis during which period he may be discharged without further recourse. The 60 actual working days only includes those days actually worked and does not include holidays, sick days, etc. a right to the grievance procedure. By sixty (60 actual working days, the employee shall be evaluated. If the employer deems the evaluation to be acceptable, the employee shall be placed on the regular seniority list as of date of hire. The summer months between the close of the school year and the opening of the next school year shall not be counted toward the probation period for all employees covered by this agreement. Probationary employees shall not have a right to any fringe benefits provided pursuant to this Agreement. R-89



## ARTICLE 6

### SENIORITY

- A. New employees hired in the unit shall be considered as probationary employees for the first 60 actual working days of their employment excluding holidays, sick days, etc. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day 60 working days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.
- B. Seniority shall be on a school-wide basis by classification only within the unit, in accordance with the employee's last date of hire.
- C. During the probationary period the probationary employee will receive the starting rate of said position. After the probationary period is over, the employee will receive the appropriate rate of pay according to seniority.
- D. An employee shall lose his seniority for the following reasons only:
  - 1. He quits.
  - 2. He is discharged.
  - 3. He is laid off for a period of more than two (2) years.
  - 4. He is absent for five (5) consecutive working days without notifying the school district. In proper cases, exceptions may be made by the school district.
  - 5. He does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the school district.
  - 6. Return from sick leave and leaves of absence will be treated the same as (4) and (5) above.

### BIDDING FOR JOBS

- E. When a permanent vacancy occurs in any classification, employee's may exercise their seniority by bidding for such vacancy within a classification (bus driver or food service worker).

Although the Board reserves the right to assign any employee within a job classification so long as the employee suffers no loss in pay or loss in hours worked, such vacancy shall be assigned to the bidding employee with the most seniority



who is qualified to satisfactorily perform such duties if at all possible. Full consultation will take place with all employees whose assignment will change before such change is finalized. No assignment will be made which will be arbitrary or capricious.

#### BUS DRIVERS

- F. The opportunity for bus drivers to take special runs, (field trips, sports events, etc) shall be offered on a rotation basis to those employees who have finished their probationary period and are qualified to satisfactorily perform the work required. It is understood that, for the purpose of fairly allocating such available work only, a refusal to accept such assignment shall be considered as if the employee accepted the same. (original)
1. Any driver who refuses eight (8) extra trips in total or five (5) extra trips in a row during the school year, except those trips that occur during the Thanksgiving, Christmas, and Spring Breaks, will be removed from the rotation list for the remainder of the year. The least senior driver shall take the trip if all other drivers refuse. R-89
  2. In the event a driver is scheduled to make a special run which is cancelled, said driver shall be compensated for regular run time lost in anticipation of said run. In the event a run is cancelled without notification of a driver and the driver reports and prepares his bus for said run, said driver shall receive his regular rate. If proper notification has been attempted, however, such liability shall not accrue to the Board. (original)
  3. When a permanent vacancy occurs on a permanent run other than the daily morning/afternoon runs (for example, kindergarten runs, skill center runs, etc.) employees may bid on the vacancy, and said vacancy shall be assigned to the bidding employee with the most seniority who is qualified to satisfactorily perform such duties. However, no driver shall be entitled to more than one such run until all regular drivers either have a run or have chosen not to bid. (N-92)
  4. If an extra run is ended during the school year, bumping of less senior drivers shall be allowed. (N-92)

#### FOOD SERVICE WORKERS



- G. The opportunity for food service workers to take special assignments (banquets, fund raisers, etc) and substitute duties shall be offered on a rotation basis to those employees who have finished their probationary period and are qualified to satisfactorily perform the work required. It is understood that, for the purpose of fairly allocating such available work only, a refusal to accept such assignment shall be considered as if the employee accepted the same. (R-92)
1. Regular food service employees shall be given preference for substitute duties in a higher classification. Such temporary transfers shall be offered to an employee in order of seniority, and any employee temporarily transferred to a position within a higher rate of pay shall receive the higher rate of pay for the duration of the transfer. (N-92)
  2. Any food service worker who refuses eight (8) substitute duties in total or five (5) substitute duties in a row during the school year, except those that occur during the Thanksgiving, Christmas, and Spring Breaks, will be removed from the rotation list for the remainder of the year. The least senior food service worker shall take the assignment if all other food service workers refuse. (N-92)



ARTICLE 7

LAYOFF AND RECALL

- A. If it becomes necessary for a layoff, the following procedure will be followed. Probationary employees will be laid off by classification on a school-wide basis. Seniority employees will be laid off according to seniority within classification as defined above. In proper cases by mutual agreement exceptions may be made.
- B. Employees to be laid off will be given at least seven (7) calendar days notice of layoff. Such notice shall be mailed to the employee's last known address by registered or certified mail.
- C. When the working force is increased after a layoff, employees shall be recalled in inverse order of layoff (i.e., the last employee laid off shall be the first employee recalled).

ARTICLE 8

STEWARDS

A. The employer hereby agrees to recognize two (2) nonprobationary employees to act as a grievance representative under this agreement. It shall be the function of the steward to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this agreement. The steward shall be paid at are gular rate of pay for processing grievances during work hours when a substitute is available.

B. Collective Bargaining Committee

The Employer agrees to recognize not more than six (6) non probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. Employees on the Collective Bargaining Committee shall be compensated at their straight time regular rate of pay for time lost from regular work during negotiations sessions with Employer.



## ARTICLE 9

### GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. An employee whose name does not appear on the seniority list shall have no rights to the grievance procedure. Any alleged grievance which arose while the employee was in his probation period may not be processed as a grievance after the employee completes his probationary period.
- B. The Union shall designate one steward per classification to handle grievances when requested by the grievant.
- C. The term "days" as used herein shall mean work days.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 4. It shall cite the section or subsection of this contract alleged to have been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One - An employee believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his or her supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion an employee shall reduce the grievance to writing and proceed within five (5) days to level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of the receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or steward. Within five (5) days of the discussion the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union shall retain a copy in their office.



- E. Level Three - If no decision is rendered by the Superintendent within five (5) days of the discussion or if the decision is unsatisfactory to the grievant or to the Union the grievance may be submitted for binding arbitration. The selection of an arbitrator shall be done through the procedure set forth by the American Arbitration Association.

All cost of arbitration shall be borne by the party whose case does not prevail. The parties shall bear individually the costs of presenting their respective cases in arbitration. The arbitrator shall decide who has won the arbitration, and his decision shall be limited by the express terms of this agreement.

- F. Should an employee fail to institute or appeal a decision within the time limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. The employee may be accompanied by a representative of the local union in grievance action in level 2 and/or 3.
- H. All preparation, filing presentation or consideration of grievances shall be held at times other than when an employee or steward are to be on duty, unless a meeting is scheduled by the employer during the employees' duty hours.



ARTICLE 10  
DISCIPLINARY PROCEDURE

- A. Both parties to this Agreement recognize that a certain amount of discipline is necessary for the efficiency of operation. Therefore, these certain disciplinary rules and the penalties for infractions of such have been agreed upon as follows:

Disciplinary action or measures shall include the following:

1. Verbal Warning.
2. Written Warning.
3. Suspension Without Pay.
4. Discharge. R-92

Employees with seniority shall be discharged or given disciplinary suspension only for just cause. Any employee shall have the right to challenge the propriety of disciplinary action or discharge through the regular grievance procedure. In the event of disciplinary action or discharge, the employer shall notify the union representative, before he is required to leave the premises. This discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. The union representative will be called promptly, and in any event will be notified within one working day following the action, if such notification cannot be made immediately. If the employer had reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before fellow employees or the public.

Classification of Misconduct:

- Group 1 - Minor offenses
- Group 2 - Intermediate offenses
- Group 3 - Major offenses

Disciplinary action shall be imposed with respect to each of the groups of offenses as hereinafter set forth.

Group 1 - offenses:

- a. Habitual tardiness at commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason, as determined by the department head.)
- b. Absenteeism without sufficient reason or proper notification.



- c. Disregard of safety rules or common safety practices.
- d. Abuse of coffee break time.
- e. Use of profanity or obscene language in the presence of fellow employees or the public.
- f. Faulty work and/or covering up faulty work.
- g. Inefficient work.
- h. Any offense in either Group 2 or 3.

The disciplinary procedure in this group shall be: first offense, verbal warning; second offense, written warning; third offense, one day suspension without pay; fourth offense, three day suspension without pay, fifth offense, seven day suspension without pay, and sixth offense, discharge. The violations shall be cumulated for a period of not more than one (1) year. R-92

Group 2 - Offenses:

- a. Unprofessional conduct.
- b. Injurious or dangerous pranks.
- c. Fighting on the premises (quarreling not considered fighting.)
- d. Gambling during working hours.
- e. Making or publishing of false and vicious or malicious statements concerning any employee, department head or the Employer.
- f. Malicious destruction of the Employer's property.
- g. Unjustified abuse of the public, verbal or physical.
- h. Willful, disobedience to the proper directive of a supervisor, or other acts of insubordination.
- i. Accumulation of five (5) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.



- j. Abuse of sick leave privilege.
- k. Any offense in Group 3.

The disciplinary procedure in this group shall be: first offense, three days suspension without pay; second offense, seven days suspension without pay, third offense, discharge. The violations shall be cumulated for a period of not more than two (2) years.

Group 3 Offenses:

- a. The misuse of or removal from the premises, without prior authorization of any employer records, confidential information, or of any other employer property, except as necessary in the performance of an employee's duty.
- b. Theft of any property of fellow employees or of the employer.
- c. Knowingly falsifying any time keeping records, or intentionally giving false information to anyone whose duty it is to make such records.
- d. Consumption of any alcoholic beverages during work hours.
- e. Absence of three consecutive working days without notice or leave and without justifiable reason for failure to report.
- f. Accumulation of seven (7) or more points on the employees driving record where the employee is hired for the primary purpose of transporting other persons. R-89

The disciplinary action in this group shall be grounds for immediate discharge.

- B. No portion of this disciplinary procedure may be unilaterally changed by the Board of Education. Copies of work rules shall be made to all employees.
- C. When discipline is to be imposed upon any employee, the Department Head shall at once advise the union representative and the employee on the offense and the penalty.

- D. When discipline is to be imposed, it is agreed that, when requested by the Union, the Employer will grant a twenty-four (24) hour period before imposing the penalty which directly results in a loss of pay, except in Group 3 offenses.
  
- E. Before an employee is discharged for incompetence, after the employee has served his probationary period, the employee shall be notified of the employee's incompetence and how the employee's work is deficient, so as to allow the employee ample time to correct himself and put forth greater effort to qualify himself for continued employment.



ARTICLE 11

ABSENCE

- A. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer.

The maximum leave of absence shall be for ninety (90) days and may be extended for like periods, provided the Employer has granted an extension prior to the end of such original leave.

Permission for extension must be secured from both the Local Union and the Employer. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Seniority and fringe benefits shall be frozen while the employee is on leave. The employer shall have the right to have the employee examined by a physician selected by the employer in the event there is a disagreement with respect to sickness or injury. R-89

- B. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to a maximum of two (2) employees designated by the union to attend a labor convention, or serve in any capacity on other official Union Employer by the Union, specifying length of time off for Union activities.

- C. All employees shall be granted upon written request to the employer two (2) paid personal business leave days each school year. Such personal business leave days shall be taken at the rate of 1/2 day per occurrence. Employees need not give supervisor reason for their use of their personal business leave days. Personal business leave days shall not be asked for nor approved for the following: R-89

1. First or last day of each semester and the day before or the day after a holiday or vacation.  
N-89

2. Other employment or seeking new employment. N-89



ARTICLE 12

SICK LEAVE

- A. Sick leave shall accrue at the rate of one (1) day per month worked, to a maximum of twelve (12) days per year. Sick leave shall accumulate to a maximum of ninety (90) days.
- B. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:
1. Acute personal illness or incapacity over the employee has no reasonable control.
  2. Up to five (5) days per year to care for serious illness of a natural or adopted child, parent or parent-in-law. R-92
  3. To attend the serious illness of the spouse in the case of substantial hardship to the employee.
  4. Three days may be used for bereavement due to each death of a member of the employee's immediate family. Immediate family should be construed to include, spouse, father, mother, son, daughter, brother, sister, all other in-laws, grandmother, grandfather, grandchildren, or any resident in the employee's home to whom the employee is related within the third degree of consanguinity. All three days shall be paid by the employer. R-92
  5. Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day increments.
  6. Sick leave will be authorized when an employee is taken ill on the job.
- C. A sick day shall be construed to be one regular duty day, the number of hours regularly scheduled or contained therein notwithstanding.
- D. An employee who is sick shall notify the supervisor the night before if possible, but no later than 6:00 a.m. The employee shall also notify the supervisor the day he is sick whether he intends to work the next day.



## ARTICLE 13

### WAGES AND HOURS

- A. The job classification and applicable rates of pay, as set forth in Addendum A through D shall remain in full force and effect for the duration of this Agreement.
- B. Work will be guaranteed in all classifications based on the school calendar. Number of days will be established by the posting of the negotiated school calendar in compliance with state law.
- C. All employees shall be compensated at a rate of time and one-half (1 1/2) their regular rate of pay for all time worked in excess of eight (8) hours in any one day. Employees shall be compensated at a rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked on Saturdays. Any hours worked in excess of forty (40) hours in any one week will be compensated at the rate of one and one-half (1 1/2) times the appropriate rate. Employees to receive double (2) time for all hours worked on Sunday. R-89
- D. Because the amount of work available varies with the menu and student participation, the number of regular scheduled work hours may vary for each of the food service classifications and workers.
- E. All food service employees shall be entitled to a 30 minute unpaid lunch period which may precede or follow the scheduled student lunch periods.
- F. All food service employees that work six (6) hours or more shall be entitled to two (2) fifteen (15) minute rest periods and those employees that work less than six (6) hours shall be entitled to one (1) fifteen (15) minute rest period.
- G. Drivers making special runs or trips that extend over the normal meal period shall be compensated for the meals consumed at a rate not to exceed \$4.50 for breakfast, \$5.50 for lunch and \$7.00 for dinner provided that a receipt for such meals is presented to the employer within three working days after the trip or run.
- H. Employees will be paid five (5) days bonus pay in their first December check for the duration of the contract. The bonus will be equal to the employee's current hourly rate times the average number of regularly scheduled hours worked per day. R-92



ARTICLE 14

SAFETY AND HEALTH

- A. As a condition of employment bus drivers must satisfactorily pass a physical examination given by a physician designated by the employer. Every year, physicals at employer expense, are required of all bus drivers thereafter. R-92
- B. Employees shall immediately report to the supervisor all accidents or injuries sustained by students or themselves, or accidents in which the vehicle entrusted to them is involved. Employees shall fill out report forms made available by the employer. Drivers are vested with the authority to make determination of compliance with safety rules and regulations aboard their buses prior to starting a run or driving on their run. Drivers have the right to refuse to start or continue a run or trip where in the driver's opinion an unsafe condition exists until such vehicle is released by an appropriate supervisor.
- C. The employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby.
- D. For trips in excess of 75 miles (round trip), drivers may request and shall be provided a cash advance of \$100.00 and a letter of authorization to contract for necessary repairs and services. R-89
- E. Special bus trips shall be posted at least 24 hours in advance of trip departure, whenever possible. If a trip order comes up in less than 24 hours, all trips scheduled for that day will be redistributed to all drivers based on seniority. R-92
- F. There shall be an emergency notification number provided to all drivers for use during extra trips.
- G. For all out-of-town events, admission for the bus driver, to that event, will be paid for or reimbursed by the district.



ARTICLE 15

GENERAL

- A. Non-Employee Representatives. A local or international representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the steward or representatives of the Employer concerning matters covered by this agreement provided, however, such visitation shall not interfere with the performance of work by bargaining unit employees. A time and place for visits must be arranged by mutual agreement in advance between the Union and the Employer.
- B. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times, with written employee consent.
- C. The employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.
- D. The employer shall provide a bulletin board in the facility where the employees hereunder are employed for the posting of seniority and for use of the Union and Employer. Only Official notices are to be posted and must have the signature of the Union business representative or of the shop steward for the Union, and the employer or his representative.
- E. The normal work year for all employees shall be in accordance with the school calendar as established by the Board of Education and Appendix F.
- F. Special trips and summer programs are not to be considered as regular hours of work. In the event summer driving is available, regular drivers will be offered driving in seniority order, based on a rotation list to begin in the summer of 1992. R-92
- G. All employees covered by this Agreement shall be required to report for work at the time established by the Employer.
- H. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.
- I. Employees required to participate in in-service training



shall be paid at the rate of \$6.50 per hour for the time spent in attending the in-service training for the duration of the contract. R-89

- J. Drivers who are paid at the driving rate between runs may be assigned non-transportation duties during such time.
- K. Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved irrespective of how minor such accident may appear to be. Employees shall be required to fill out a report form made available by the employer. All accidents must be policed.
- L. It shall be the responsibility of each employee to meet the qualifications for a license required for the performance of job responsibilities. The driver will pay for the first Commercial Driver's license he/she acquires as a bus driver for the Watervliet Public Schools. The school shall reimburse the cost of the Commercial Driver's license after the first license so long as the employee is a driver at the Watervliet Schools. Any license required must be kept valid and up-to date to qualify for continuous employment. R-92
- M. Applicants and drivers shall be free from any physical defects that could interfere with the safe operation of a school bus and free from any communicable or contagious disease.
- N. Food service employees shall be free from any physical defects that could interfere with the safe operation of the lunch program and free from communicable infectious or contagious disease.
- O. A kitchen employee may be on duty when food is being cooked and utensils are used for scheduled activities outside of regular hours. Minimum call in time for such employee shall be three (3) hours.
- P. All drivers shall attend in-service training meetings. All drivers shall also attend scheduled meetings called by the bus supervisor. Pre-school meetings and a minimum of six local meetings during the year may be required.
- Q. All employees who work for any months as identified in the block day schedule without absence shall be paid one vacation credit day's pay for each month. Such pay shall be at their regular rate and shall be based on the average number of hours worked per day excluding extra duty. Such pay will be paid in the last pay period in the month of June. Utilization of bereavement, jury duty, and personal



leave days under Article 11 C shall not be counted as an absence for the purpose of this paragraph. R-89

- R. Insurance. The Board of Education shall make available to all employees such life insurance and health care programs as outlined in Addendum "E" of this agreement.
- S. The Board will make arrangements for any needed refueling with the needed fuel suppliers.



ARTICLE 16

SEPARABILITY AND SAVINGS CLAUSE

- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.



DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 1992 to June 30, 1994. Notice of intent to renegotiate a successor agreement may be submitted by either party sixty days prior to the expiration of this contract. Addendums A, B, C, D & E are the only open articles for negotiations for the 93-94 school year. R-92

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\_\_\_\_\_

\_\_\_\_\_  
Chief Negotiator  
\_\_\_\_\_  
Board of Education  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Addendum A

<u>Wages Bus Drivers</u>	<u>1992-93</u>
Probationary	\$ 9.49
60 days to 1 year	\$ 9.66
1 year to 2 years	\$10.17
after 2 years	\$10.29

Addendum B

<u>Layover Rates</u>	\$ 8.84
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Addendum C

Compensation for breakdown time shall be at the regular rate for the first six hours of a break for the duration of the contract.

Addendum D

<u>Wages - Cook - I (7 hrs)</u>	
Probationary	\$ 7.85
60 days to 1 year	\$ 8.05
1 year to 2 years	\$ 8.60
after 2 years	\$ 8.90

<u>Wages - Cook II (3 1/2 hrs)</u>	
Probationary	\$ 7.85
60 days to 1 year	\$ 8.00
1 year to 2 years	\$ 8.50
after 2 years	\$ 8.75

<u>Wages - Cooks Helper (2 1/2 hrs)</u>	
Probationary	\$ 7.85
60 days to 1 year	\$ 7.95
1 year to 2 years	\$ 8.45
after 2 years	\$ 8.60



Addendum E

THE FOLLOWING INSURANCE PROGRAM:

For employees having completed probation and not covered by insurance available to spouse, the Board will provide payment toward health insurance not to exceed: R-92

\$125 per month per eligible employee for the calendar year R-92

The Board will also provide \$12,000 term life to all employees in the unit without cost to the employee.

Other employees not needing Health Insurance may select one or more of the following options, not to exceed \$55 per month, per eligible employee for the calendar year if they are available:

- A. Short term disability
- B. Long term disability
- C. Dental Insurance
- D. Optical Insurance R-92

Addendum F

BUS DRIVER'S JACKETS

For the 1993-94 school year, the district will provide each bus driver with a jacket. These jackets will be worn only when on duty as a bus driver, whether driving or on layover. The driver will be responsible for the jacket during the school year and at the end of the school year the jacket will be turned back in.



## Calendar for 1992-93

Aug. 24/25	Teacher Prep Days	M/T
Aug. 26	Student 1/2 day	W
Aug. 27/28	Student full days	Th/F
Sept. 4	No School	F
Sept. 7	Labor Day - no school	M
Sept. 8	Students return	T
Oct. 20*	Inservice - student 1/2 day	T
Oct. 30	Marking period ends - Elementary student 1/2 day	F
Nov. 10/12	Elementary Conferences - student 1/2 day Tuesday - evening Thursday - afternoon & evening	T/Th
Nov. 11	Students all day	W
Nov. 12	Secondary Conferences - student 1/2 day Afternoon & evening	Th
Nov. 13	1/2 day - all students and staff	F
Nov. 25	Thanksgiving recess - 1/2 day	W
Nov. 26/27	Thanksgiving Holiday - no school	Th/F
Dec. 21 - Jan. 1	Christmas Holiday - no school	M-F
Jan. 4	Students return	M
Jan. 14	Records day - 1/2 day secondary and elementary students	Th
Jan. 15	Records, semester ends - 1/2 day	F
Feb. 24*	Inservice - student 1/2 day	W
Feb. 25/26	Mid Winter Break - no school	Th/F
March 2**	Elementary evening conferences - 1/2 day elementary students	T
March 3	Students all day	W
March 4**	Elementary conferences - evening students all day	Th
March 5	Elementary students and staff - 1/2 day	F
March 19	Marking period ends - full day	F
March 29 - April 2	Spring Break - no school	M-F
April 9	Good Friday - no school	F
May 31	Memorial Day - no school	M
June 3	Records day - students 1/2 day	Th
June 4	Records day, semester ends - students 1/2 day	F

Necessary calendar Adjustment Days will be made up in the following order: February 25, 26, June 7-11.

\*The calendar will be adjusted to coincide with any change in the county inservice days, unless there is a conflict with our contracted calendar.

\*\*Conferences for teacher or parent requests only.



BLOCK DAY SCHEDULES

Bus Drivers

Sept. 1  
Oct. 1  
Nov. 1  
Dec. 1  
Jan. 1  
Feb. 1  
Mar. 1  
Apr. 1  
May 1

Cooks

Sept. 1  
Oct. 1  
Nov. 1  
Dec. 1  
Jan. 1  
Feb. 1  
Mar. 1  
Apr. 1  
May 1



Watervliet Public Schools  
SEIU Seniority List

Lunch Program

Joan Duday	8-31-78
Linda Thumm	9-5-78
Dolores Marvin	9-4-84
Vicki Pletz	8-26-86
Shirlea Vawter	10-6-86
Corine Howard	9-1-88
Laurie Prince	9-6-88
Kathy Golladay	9-26-88

Transportation Services

Barbara Weaver	9-3-74
Nancy Greco	4-6-76
Barbara McQuiston	1-28-85
Ruth Ann Shull	11-7-85
Robin Spletzer	8-29-88
Shirley Martin	10-24-88
Delia Schultz	10-28-91