

AGREEMENT

Between

SWAN VALLEY SCHOOL DISTRICT

AND

73255
06 30 2009
SEIU
T

**SEIU, LOCAL 517M
(BUS DRIVERS)**

2006-2009

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT	1
ARTICLE I - RECOGNITION.....	1
Section 1.1 - Recognition.....	1
Section 1.2 - Other Labor Organizations	1
ARTICLE II - NON-DISCRIMINATION	1
Section 2.1 - Non-Discrimination	1
Section 2.2 - Union Membership Discrimination	1
ARTICLE III - BOARD RIGHTS	1
Section 3.1 - General Board Rights	1
Section 3.2 - Exercise of Rights.....	2
ARTICLE IV - UNION SECURITY AND DUES CHECKOFF.....	2
Section 4.1 - Union Membership	2
Section 4.2 - Dues Check-off.....	2
Section 4.3 - Certification and Remittance	3
Section 4.4 - Terms of Membership	3
Section 4.5 - Hold Harmless	3
ARTICLE V - REPRESENTATION.....	3
Section 5.1 - Steward	3
Section 5.2 - Notification.....	3
Section 5.3 - Steward Activity	3
Section 5.4 - Visitation	3
ARTICLE VI - GRIEVANCE PROCEDURE	4
Section 6.1 - Definitions	4
Section 6.2 - Procedure.....	4
Section 6.3 - No Strike Pledge.....	6
ARTICLE VII - SENIORITY.....	7
Section 7.1 - Probationary Period	7
Section 7.2 - Seniority List	7
Section 7.3 - Loss of Seniority.....	7
Section 7.4 - Seniority While Outside the Unit	8
ARTICLE VIII - LAYOFF AND RECALL.....	8
Section 8.1 - Order of Layoff.....	8
Section 8.2 - Notice of Layoff.....	8
Section 8.3 - Notice of Recall	8

Section 8.4 - Reduction of Hours.....	8
ARTICLE IX - ASSIGNMENTS AND FIELD TRIPS	8
Section 9.1 - Assignments.....	8
Section 9.2 - Field Trips.....	9
Section 9.3 - New Buses	9
ARTICLE X - DISCIPLINE AND DISCHARGE	9
Article 10.1 - Just Cause	9
Article 10.2 - Progressive Discipline.....	10
Article 10.3 - Notice of Discipline.....	10
Article 10.4 - Union Representation.....	10
Article 10.5 - Probationary Employees.....	10
ARTICLE XI - PAID LEAVES	10
Section 11.1 - Form of Insurance.....	10
Section 11.2 - Accumulation.....	11
Section 11.3 - Use of Sick Days	11
Section 11.4 - Use of Personal Days.....	11
Section 11.5 - Application for Personal Day	11
Section 11.6 - Payment Upon Retirement.....	11
Section 11.7 - Funeral Leave	11
ARTICLE XII - UNPAID LEAVES OF ABSENCE.....	12
Section 12.1 - Illness Leave.....	12
Section 12.2 - Child Care.....	12
Section 12.3 - Requests for Leave	12
Section 12.4 - Failure to Return Following a Leave.....	12
Section 12.5 - Extensions.....	12
ARTICLE XIII - JURY DUTY	12
Section 13.1 - Jury Duty	12
Section 13.2 - Conditions.....	12
ARTICLE XIV - INSURANCE	13
Section 14.1 - Life Insurance.....	13
ARTICLE XV - COMPENSATION	13
Section 15.1 - Hourly Rates.....	13
Section 15.2 - Overtime	13
Section 15.3 - Field Trips.....	13
Section 15.4 - Emergency Closing of School.....	13
Section 15.5 - Early Dismissal of School	14
Section 15.6 - Late Calling of School.....	14
Section 15.7 - Meal Reimbursement.....	14

ARTICLE XVI - HOLIDAYS.....	14
Section 16.1 - Recognized Holidays.....	14
Section 16.2 - Eligibility.....	14
ARTICLE XVII - SAFETY.....	14
Section 17.1 - General Safety.....	14
Section 17.2 - Bus Headlights.....	14
Section 17.3 - Bus Repair (Pre-Trip) Forms.....	15
Section 17.4 - Strobe Lights.....	15
ARTICLE XVIII - GENERAL PROVISIONS.....	15
Section 18.1 - Drug Testing.....	15
Section 18.2 - Physical Exams.....	15
Section 18.3 - Mileage.....	15
Section 18.4 - Meetings.....	15
Section 18.5 - License Renewal and Certification.....	15
Section 18.6 - Break Room.....	15
Section 18.7 - Legal Invalidation.....	16
Section 18.8 - Complete Agreement.....	16
Section 18.9 - Bus Driver Liability.....	16
ARTICLE XIX - TERMINATION AND MODICATION.....	16
Section 19.1 - Duration.....	16
Section 19.2 - Notification.....	16
MEMORANDUM OF UNDERSTANDING - Seniority of Substitute Bus Drivers.....	18
MEMORANDUM OF UNDERSTANDING - Payroll Periods Applicable to Bargaining Unit Members.....	19
MEMORANDUM OF UNDERSTANDING - PAC Contributions.....	20

AGREEMENT

This Agreement is made and entered into by and between the Swan Valley School District Board of Education, Saginaw, Michigan, hereinafter referred as the "Employer" or the "Board" and the Service Employees International Union, Local 517M, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

Section 1.1 Recognition. The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other terms and conditions of employment of all full time and regular part-time bus drivers; excluding all other employees. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 1.2 Other Labor Organizations. The Employer will not aid promote or finance any labor group or organization which purports to engage in collective bargaining with this bargaining unit nor will the employer make any agreements with any such organization or group for the purpose of undermining the Union.

ARTICLE II - NON-DISCRIMINATION

Section 2.1 Non-Discrimination. The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices in the area of Civil Rights. Accordingly, both parties affirm by this agreement not to discriminate against any person or persons because of race, color, age, national origin, religion, sex, creed, weight, height, and handicap or disability as those terms are defined by statute.

Section 2.2 Union Membership Discrimination. The Union and the Employer agree that all employees will be treated in the same manner as it relates to the administration of the provisions of this agreement regardless of whether an employee is a member of the Union.

ARTICLE III - BOARD RIGHTS

Section 3.1 General Board Rights. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing rights:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion for just cause, and to promote and transfer all such employees.
3. To decide the services to be provided and the work and job duties to be performed by the bargaining unit and the manner of performing the work.
4. To determine the number of hours worked and to determine the starting and quitting times of employees.
5. To make and remake such reasonable rules and regulations not in conflict with this agreement as it may, from time to time, consider best for the purposes of maintaining order, safety and/or effective operation of the board's facilities and to require compliance by employees. The Union will be provided with a copy of the reasonable rules prior to the rules being implemented. In addition, subject to the Board's rights contained herein, each Bus Driver will be provided with any applicable handbook, rules and regulations related to transportation and the work to be performed by Bus Drivers.

Section 3.2 Exercise of Rights. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV – UNION SECURITY AND DUES CHECKOFF

Section 4.1 Union Membership. All employees who are covered by this agreement shall, as a condition of continued employment, within 30-days from the date of commencement of their duties, become and remain members of the Union or, in lieu of Union membership, pay the Union a service fee in an amount determined by the Union in accordance with its policies and procedures regarding objections to partisan political and ideological expenditures not to exceed the regular dues.

Section 4.2 Dues Check-off. During the term of this Agreement, the Employer agrees to deduct the dues, initiation fees, special assessments and representation fees of employees who submit signed and written authorizations. Such written authorization shall be in a form consistent with state and federal law and shall be in accordance with the standard form submitted to the Employer by the Union. The responsibility for

signing an authorization card rests with the employee and the Local Union.

Section 4.3 Certification and Remittance. The Union shall certify to the Employer, in writing, the amount of dues and fees to be deducted. Following deduction, the Employer will cause such dues and fees to be remitted to the union no later than twenty-five (25) days following the date on which such deductions made together with a list of names of the employees from whom the deductions were made. The Union shall also receive a list of those employees who are no longer subject to deduction of dues or fees. The dues and fees remitted under this section shall be remitted to such address of the Union as is provided to the Employer by the Union.

Section 4.4 Terms of Membership. The Union agrees to make membership in the Union available to all employees covered by this agreement, on the same terms and conditions as are generally available to other members of the Union.

Section 4.5 Hold Harmless. The Union agrees that in the event of litigation against the Board or its representatives arising out of the provisions of this Article, the Union will defend and fully indemnify and hold the Board and its representatives harmless for any monetary or other award arising out of such litigation.

ARTICLE V – REPRESENTATION

Section 5.1 Steward. All employees covered by this agreement shall be represented for the purposes of the grievance procedure by a steward or an alternate steward to be selected by the Union.

Section 5.2 Notification. The names of the Steward and the Alternate Steward shall be given in writing to the Employer and the Employer will not be obligated or recognize the Steward or Alternate Steward until the officers of the Local Union provide the notification as set forth herein.

Section 5.3 Steward Activity. The Steward and the Alternate Steward shall conduct their union related activities in a manner that does not disrupt school operations or functions. Neither the Steward nor the Alternate Steward shall be paid by the Employer for time spent carrying out activities described in this article; except that in the event the employer schedules a meeting with an employee that requires that the employee have union representation and the meeting is scheduled for the Employer's convenience and the meeting must be scheduled at a time when the Steward is otherwise scheduled to be working, the Employer agrees that the Steward will not lose time or pay for time spent attending the meeting.

Section 5.4 Visitation. After notice and presentation of proper credentials to the Employer, officers or accredited representatives of SEIU, Local 517M may be admitted to the buildings of the school district to assist in the administration of the provisions of this agreement provided such activity is not in areas of the buildings which would be

detrimental to the management and function of the school, its students or its employees.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.1 Definitions.

- (a) A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term “grievance” shall not apply to any matter to which a method of review is prescribed by law.
- (b) The primary purpose of the grievance procedure is to secure equitable solutions to grievances at the lowest possible level.
- (c) Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.
- (d) The following Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.
- (e) Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be considered as evidence of acceptance of the decision reached at that level.
- (f) The term “days” when used in this Article shall mean working days, exclusive of holidays, Saturdays and Sundays.

Section 6.2 Procedure.

- (a) An employee having a grievance shall take the matter up with his or her immediate supervisor, who shall attempt to resolve the matter consistent with the terms of the Agreement.
- (b) Any employee may request his or her immediate supervisor to call his or her steward to handle a specified grievance with the immediate supervisor. If the Steward has been requested, any discussion of the grievance shall wait for the Steward’s arrival.
- (c) Grievances which are not settled with the immediate supervisor shall be reduced to writing on the appropriate form and signed by the aggrieved employee. The grievance shall specify the provision(s) of the Agreement

alleged to have been violated and the remedy requested.

- (d) If additional time is considered necessary to properly investigate matters relative to the grievance at any step outlined below, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Step One

- (a) The grievance must be filed in writing with the Transportation Supervisor within ten (10) working days from the date circumstances arose or the date the employee should have known such circumstances existed.
- (b) The Steward and the Transportation Supervisor shall attempt to settle the grievance.
- (c) The Transportation Supervisor will answer the grievance within five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing. Such answer shall be final if not appealed within five (5) working days.

Step Two

- (a) If appealed within the time limits, the grievance shall be presented to the Superintendent or his or her designated representative who shall arrange for a conference with a business representative of the Union in an attempt to settle the grievance.
- (b) Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to both parties.
- (c) The Superintendent or his or her designated representative shall answer the grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.

Step Three

- (a) Any appeal of the Superintendent's answer shall be presented to the Board within ten (10) working days from the date of the decision by the Superintendent or his or her designated representative.
- (b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his or her representative was not satisfactory.

- (c) The grievance shall be placed on the agenda of a Committee of the Board scheduled to meet within a period of forty (40) days from the date of receipt of the appeal and the representatives of the Union shall be advised in writing as to the time and place of the meeting. The Committee shall make their recommendation to the Board and the Board shall consider the matter at their next regular meeting.
- (d) The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of the Board's action unless extended by mutual agreement.

Step Four: Arbitration

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education and the appealing party wishes to appeal the matter further, the grievance must be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within thirty (30) calendar days from the date of the Board of Education's decision.
- (b) The selection of the arbitrator and the rules governing the arbitration proceeding shall as set forth in the American Arbitration Association's Voluntary Labor Arbitration Rules.
- (c) Each party shall be responsible for the expenses of the witnesses that they may call.
- (d) The Arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision which would require the Board to act in a manner prohibited by law or which would require the violation of this Agreement. The Arbitrator shall have no authority to subtract from or modify any of the terms of this Agreement or written amendments thereto, or to specify the terms of a new agreement, or to substitute his judgment for that of either of the parties hereto. The Arbitrator's decision, provided it is otherwise consistent with this provision, shall be final and binding.
- (e) The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 6.3 No Strike Pledge. The Union and the Employer recognize that strikes and other forms of work stoppages are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid,

encourage, ratify or condone nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this article could lead to disciplinary action up to and including discharge. The Employer agrees not to lockout employees for any cause whatsoever during the term of this agreement.

ARTICLE VII – SENIORITY

Section 7.1 Probationary Period. All new employees will be considered as probationary employees until they have been employed for sixty (60) regularly scheduled school days. After sixty (60) days of work the employee will be considered a regular employee and his or her seniority will start as of his or her date of hire. There shall be no seniority among probationary employees. A probationary employee may be disciplined or discharged without recourse to the grievance procedure.

Section 7.2 Seniority List. When an employee acquires seniority, his or her name will be placed on the seniority list. An up-to date seniority list will be made available to employees for their inspection, by posting where practical or by a satisfactory equivalent method.

Section 7.3 Loss of Seniority. Seniority shall be severed for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for cause.
- (c) If the employee is absent without properly notifying the employer, unless a reason satisfactory to the Employer is given.
- (d) If the employee fails to return to work within three (3) working days after being notified to report to work and does not provide a reason satisfactory to the Employer.
- (e) If the employee fails to report for work following a recall from lay off as set forth in Section 8.3 of this agreement.
- (f) If the employee is on a leave of absence for any reason for a period of time that exceeds one (1) year.
- (g) If the employee is laid off for a continuous period equal to the individual's seniority accumulated at the time the lay off began or three (3) years, whichever is less.
- (h) If the employee losses his or her license (including applicable

endorsements) or is otherwise determined by operation of law to be unqualified to drive a school bus.

Section 7.4 Seniority While Outside the Unit. The bargaining unit seniority which an employee accumulated prior to the date the employee is assigned a supervisory position or other position outside of the bargaining unit shall be retained by the employee. No seniority shall be accumulated while working outside of the unit. Said employee shall have the right to exercise this seniority to return to an open position within the bargaining unit in the event the employee vacates his or her supervisory position or other position outside of the unit.

ARTICLE VIII – LAYOFF AND RECALL

Section 8.1 Order of Layoff. Employees shall be laid off and recalled according to seniority.

Section 8.2 Notice of Layoff. In the event of a layoff employees shall be given at least one (1) week notice of lay off unless circumstances beyond the control of the Employer prevents notice from being given.

Section 8.3 Notice of Recall. The Employer shall provide notice of recall by certified mail, return receipt requested, to the employee's last know address. It will be the employee's responsibility to keep an accurate, current mailing address on file with the Employer. Recalled employees shall be given a minimum of ten (10) calendar days to respond after receiving the notice. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time frame allowed, as set forth in the notice of recall, shall be presumed to have resigned and their name shall be removed from the seniority list.

Section 8.4 Reduction of Hours. In the event it becomes necessary for the Board to reduce the regular work hours of any bus driver, the Board will provide the affected employee(s) with advance notice. Upon request, the Employer will discuss the reductions with the Union.

ARTICLE IX – ASSIGNMENTS AND FIELD TRIPS

Section 9.1 Assignments. Transportation runs will be assigned to bus drivers based upon the safety of students, the efficiency of the transportation system and driver seniority as set forth herein. Runs, as determined by Management, will be presented to drivers at a collective meeting before the start of school (normally around one (1) week before the start of school) and/or individually at other times during the school year as changes may be necessary. The meeting will be considered mandatory and Bus Drivers will be paid their regular rate with a minimum of one (1) hour. Management retains the right to establish runs including starting and quitting times. When possible, assignments

shall be made in a manner to avoid regularly scheduled overtime. However, runs as determined by Management will be offered to drivers on the basis of seniority with the highest senior bus driver selecting his or her run(s) before lesser senior drivers. Bus Drivers will be paid their regular hourly rate for the hours required to complete mandatory certifications or training, except for driver's license renewal which is set forth in Section 18.5 of this Agreement. Bus Drivers will also be paid one (1) hour per week at the employee's regular hourly rate for responsibilities involving fueling, cleaning and other non-routine bus driving related activity required by the employer. Once a bus driver selects his or her regular run(s), he or she may not elect to take a field trip or athletic trip in lieu of the regular run.

Section 9.2 Field Trips. Field/athletic trip rotation will start in the fall with the top seniority driver and down the seniority list. If a driver is unable to make a field or athletic trip due to their regular schedule or for personal reasons the trip goes to the next driver on the seniority list and the driver who refuses the trip or cannot make the trip because of personal or other reasons goes to the bottom of the list. All members of the bargaining unit shall be on the trip roster. When the field/athletic trip roster is posted, employees are required to fill in the YES or NO column. Blank in the column will be considered a NO. Any field/athletic trip that takes less than one (1) hour will be paid a minimum of one (1) hour of pay. Field/athletic trips will be assigned by the Transportation Supervisor or his or her designee on a rotational basis by seniority as set forth above. Drivers will keep a record of their mileage before leaving the bus garage and ending mileage when they have returned to the lot. Drivers will take a student head count before leaving school for trips (field trips, sports, senior citizens, etc.) and will take a head count before leaving the point of destination. If a discrepancy in the number of students on the school bus occurs, the driver will consult with the teacher, coach or person in charge of the field/athletic trip for the determination of correct numbers of students on the school bus. If a field or athletic trip is canceled with less than two hours notice, the driver will receive two (2) hours pay. If Management determines that a field/athletic trip will be a "drop off" and a "pick up" then the driver will be paid a minimum of two (2) hours at the regular hourly rate for the drop off and/or two (2) hours at the regular hourly rate for the pick up.

Section 9.3 New Buses. New buses will be offered to drivers with the most seniority.

ARTICLE X -- DISCIPLINE AND DISCHARGE

Section 10.1 Just Cause. The responsibility for the discipline and/or discharge of employees is vested entirely in the Board. Discipline and discharge of non-probationary employees shall only be for just cause. Non probationary employees shall have the right to file a grievance. The causes which shall be considered sufficient for discharge, suspension or other disciplinary action include, but are not limited to, the following:

- (a) Intoxication on the job or other impairment due to the use of drugs or

alcohol. Impairment shall be considered to include any detectable (by testing) level of alcohol or other illegal drug.

- (b) Insubordination or other refusal to follow a direct order of management.
- (c) Willful violation of known work rules including safety rules known to the driver or as set forth in this Agreement.
- (d) Poor attendance or other failure to appear for work at an employee's designated starting time able and prepared to perform the employee's assigned work.
- (e) Demonstrated lack of ability to perform assigned work
- (f) Negligence in the operation of a school bus or any involvement in a serious accident where negligence is evident.
- (g) Any action considered a violation or a prohibition set forth in the Safe Schools law, Act 130 PA 2005, as amended.

Section 10.2 Progressive Discipline. In appropriate cases, the Employer shall use progressive disciplinary practices which may include verbal warning, written warning, suspension or discharge. In cases of serious offenses, the Employer may skip any of the above steps and issue discipline appropriate to the misconduct. The Employer may also suspend employees without pay pending completion of an investigation.

Section 10.3 Notice of Discipline. When the employer determines that disciplinary action is warranted, such action must be initiated as soon as reasonably possible following the time the employer becomes fully aware of the conditions or events leading to discipline and completes its investigation. Disciplinary action shall be in writing and a copy shall be provided to the Union unless the employee requests that a copy not be provided to the Union.

Section 10.4 Union Representation. In the event an employee is called into a meeting with the Employer where the Employer is investigating the employee and the results of the investigation may reasonably lead to disciplinary action, the employee may request the presence of a Steward (or alternate Steward if the Steward is unavailable). If a request is made, further questioning shall not occur until the Steward or Alternate Steward is present.

Section 10.5 Probationary Employees. Probationary employees shall not have recourse to the grievance procedure for any disciplinary action taken against them.

ARTICLE XI – PAID LEAVES

Section 11.1 Form of Insurance. Sick days are a form of insurance and not a form of compensation and shall not be abused. The purpose of sick leave shall be to protect employees when they become ill.

Section 11.2 Accumulation. Each new school year employees in the bargaining unit shall receive nine (9) paid sick days and three (3) paid personal days accumulative up to 490 hours (retirement cap is at 360 hours). If a personal day is not used, it shall be added to the employee's accumulated sick leave. A day for purposes of this section refers to the number of hours an employee is normally scheduled to work in a day. The Employer shall provide the employees with reasonable notice of their sick leave accumulation at least once per year within two (2) months of the beginning of school in September.

Section 11.3 Use of Sick Days. If an employee is sick and cannot report for work, he/she shall call the Transportation Supervisor or his/her designee to notify them of their illness at least one and one-half (1½) hours before the start of their scheduled work day; except in cases of true emergency. Sick days are to be interpreted as follows: personal illness or the physical care of a member of the employee's immediate family or another legal dependent. The Superintendent or his or her designated representative may request reasonable verification of illness where the Superintendent or his or her designated representative feels that it is appropriate. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose qualifying for sick leave benefits under the provisions of this article shall forfeit all benefits or rights accrued under the provisions of this Article, and such misrepresentation may constitute grounds for disciplinary action up to and including discharge.

Section 11.4 Use of Personal Days. The personal leave days may be used for urgent, necessary, legal business, household or family matters which require absence during regular bus driving hours.

Section 11.5 Application for Personal Day. Application for personal leave must be made at least two (2) days prior to the time required for such leave (except in case of emergency). In case of emergency, or sickness, the driver must call the transportation office or the transportation supervisor at least two hours prior to the start of the run.

Section 11.6 Payment upon Retirement. Upon retirement a driver who has at least ten (10) years of service with the Employer will be paid for his or her accumulated but unused sick days (to a maximum of 360 hours) at the rate of \$7.50 per hour up to the 360 hour maximum.

Section 11.7 Funeral Leave. Employees may use up to four (4) days (deducted as hours computed based on the employee's regular daily schedule of hours) of sick or personal leave to cover absences related to the death of a parent, child, step-child, spouse or sibling. Employees may use up to two (2) days (deducted as hours computed based on

the employee's regular daily schedule of hours) of sick or personal leave to cover absences related to the death of a grand parent, aunt or uncle, niece or nephew, parent-in-law or child-in-law. The employee must, however, in any case, attend the funeral.

ARTICLE XII – UNPAID LEAVES OF ABSENCE

Section 12.1 Illness Leave. A leave of absence without pay will be granted for periods of time not to exceed one (1) year for personal physical or mental illness subject medical documentation.

Section 12.2 Child Care. Leaves of Absence for up to one (1) year may be granted for the purpose of child care. Except in cases of emergency, an employee will request the leave of absence in writing at least thirty (30) days before the start of the leave. However, in the case of a birth or adoption of an infant child, the commencement of said leave will begin no later than the date of the adoption or the medical recovery from the birth. The employee may request a return to work prior to the anticipated termination of the leave because of a change in circumstances. The employee shall be returned to his or her former position or to a similar position.

Section 12.3 Requests for Leave. All requests for leaves of absence shall be in writing, stating the reason for the leave and the approximate length of the leave requested. In non-emergency situations, thirty (30) days prior notice shall be given. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are considered beneficial to the Board. An extension of any leave of absence may be granted at the discretion of the Board.

Section 12.4 Failure to Return Following a Leave. Any employee who does not report back to work by the expiration date as set forth in his or her leave of absence notice, or who does not receive an approved extension, except as provided herein, will be considered to have terminated his or her employment.

Section 12.5 Extensions. Leaves of Absence under this provision may be extended upon written application of the employee submitted prior to the expiration date of the leave. No extension will be effective until approved by the Board.

ARTICLE XIII – JURY DUTY

Section 13.1 Jury Duty. An employee who is summoned for and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee would otherwise earn by working straight time hours for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement for expenses) for each day of jury duty.

Section 13.2 Conditions. In order to receive payment, the employee must give the Board prior notice that he or she was summoned for jury duty and must furnish satisfactory evidence that he or she reported for or performed jury duty on the days for which he or she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. Employees shall report for their regular assignment when jury duty is one-half day or less.

ARTICLE XIV – INSURANCE

Section 14.1 Life Insurance. All employees covered by this agreement shall receive \$10,000 term life insurance or death benefit at the discretion of the Board.

ARTICLE XV – COMPENSATION

Section 15.1 Hourly Rates. All employees covered by this agreement shall be paid on an hourly basis. Employees will be compensated for all hours worked during a pay period. “Special Runs” are limited to Special Education runs and Kindergarten runs and does not include “nuisance” runs.

	<u>2006-07</u>		<u>2006-07</u>
Regular Rates		Special Runs	
Probation	13.00	Probation	13.00
First year (After Probation)	13.50	First year (After Probation)	13.50
2 to 6 years	14.55	2 to 6 years	15.45
6 to 10 years	15.00	6 to 10 years	15.90
10 to 15 years	15.45	10 to 15 years	16.35
Over 15 years	16.35	Over 15 years	17.35
Field Trips		\$2.00 per hour less than regular rates for all field trips Monday through Friday and \$2.00 per hour less than the Special Run rate for all field trips on Saturdays, Sundays and holidays. (Summer)	
2007-08:		All regular and special run rates increased by 2%	
2008-09:		All regular and special run rates increased by 2%	

Section 15.2 Overtime. Employees will be paid at the rate of time and one-half their regular rate for all actual hours worked over forty (40) hours in a week.

Section 15.3 Field Trips. Field trips shall be considered all trips outside of the regular schedule and assigned under Section 9.2. Employees will be paid the field trip rate for all time attributable to field trips as set forth above.

Section 15.4 Emergency Closing of School. Employees will not be paid for days they do not work except as provided herein. If it is determined that school will be closed because of unsafe driving conditions due to inclement weather or other events beyond the control of the school district where the administration has determined that school should not be held, every attempt will be made to contact or notify drivers prior to their normal departure time. Employees will be paid their applicable rate of pay for hours they are normally scheduled to work on days school is closed under this provision where the school district is not required to make up the time or reschedule the school days.

Section 15.5 Early Dismissal of School. Employees will keep the Transportation Supervisor advised of where the employee will be if not at home.

Section 15.6 Late Calling of School. If school is called late and drivers are not contacted and they report to the bus garage, the driver(s) will be paid one (1) hour at his or her regular rate. This provision does not apply to days where employees receive pay under the provisions of Section 15.4.

Section 15.7 Meal Reimbursement. Drivers assigned to out of town trips shall be reimbursed for meals upon receipt of appropriate documentation (receipts), up to the following amounts. Reimbursement shall otherwise be according to Board policy.

Breakfast:	\$ 5.00
Lunch:	\$ 7.00
Dinner:	\$10.00

ARTICLE XVI – HOLIDAYS

Section 16.1 Recognized Holidays. The following Holidays shall be recognized by the Employer and employees shall be given the day off, without loss of pay, subject to the conditions set forth below:

Thanksgiving	Day after Thanksgiving
Good Friday	Memorial Day

Section 16.2 Eligibility. An employee must be a regular (not a substitute) bus driver as of the date of the holiday in order to qualify for holiday pay. An employee must also have worked and been paid for the last scheduled work day prior to the holiday and the first scheduled work day after the holiday in order to qualify for holiday pay.

ARTICLE XVII – SAFETY

Section 17.1 General Safety. The Employer will take reasonable measures in order to prevent and eliminate any actual job hazards which the employees may encounter at their place of work as set forth in applicable state and federal laws related to

safe workplaces. It shall be the responsibility of each employee to report any unsafe condition to the Transportation Supervisor. Employees shall also be responsible for complying with all known safety rules and procedures as well as those rules and procedures set forth in this agreement.

Section 17.2 Bus Headlights. Bus headlights and clearance lamps (CLPS) will be activated when the bus is on the road for all driving.

Section 17.3 Bus Repair (PRE-TRIP) Forms. Employees are required to make pre-trip safety checks according to the approved Swan Valley District pre-trip inspection form. A pre-trip form is to be completed on every bus before it leaves the lot. An inspection form is to be completed and if there are repairs needed, the bus driver will write out what needs to be done. The driver will keep the original (white copy). The yellow and pink copy will be given to the bus mechanic or filed in the appropriate place.

Section 17.4 Strobe Lights. Strobe lights will be used in inclement weather such as fog, blowing snow, and conditions that hamper visibility. The purpose of the strobe lights is to increase visibility of buses and improve bus safety in inclement weather.

ARTICLE XVIII – GENERAL PROVISIONS

Section 18.1 Drug Testing. All employees covered by this agreement shall be required to comply with all applicable drug testing rules and procedures. Employees will be paid a maximum of two (2) hours for drug testing. If testing interferes with a kindergarten run, the driver will be paid for the kindergarten run. An employee required to attend to post accident drug testing will be paid for all hours they are required to attend the testing.

Section 18.2 Physical Exams. Bus driver physical exams are required, by Michigan law, on an annual basis. Physical exams performed by the Board's designated physician shall be paid for by the Employer. In the event an employee chooses to have the exam performed by a physician of their choosing, the Board's only obligation shall be to pay up to the amount charged by the Board's designated physician.

Section 18.3 Mileage. Employees who are required to drive their personal automobiles in the course of their employment, will be reimbursed mileage at the rate established by the Board of Education and applicable to other employees of the school district.

Section 18.4 Meetings. All meetings will be posted as mandatory or voluntary. All employees must attend mandatory meetings. All mandatory meetings will be paid a minimum of one (1) hour at the regular hourly rate.

Section 18.5 License Renewal and Certification. Employees are required maintain their drivers license with all appropriate and required endorsements. Drivers

will be reimbursed for the amount over and above the cost of a regular license or a regular license renewal.

Section 18.6 Break Room. The Employer will provide a break room including reasonable access to a telephone and computer for purposes of school business and rest room facilities.

Section 18.7 Legal Invalidation. If any provision of this Agreement is determined to be invalid under federal or state law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

Section 18.8 Complete Agreement. The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to in writing and signed by the parties as a supplement to this Agreement.

Section 18.9 Bus Driver Liability. In the event that a bus driver is named as a defendant in a civil law suit concerning any matter arising out of the bus driver's employment with the Swan Valley School District where the bus driver was acting within the scope of his or her employment and where the lawsuit has been filed by an individual other than another employee of the School District, the matter shall be referred to the Board of Education for consideration of whether the School District shall defend the bus driver and provide legal representation. Such consideration shall be made after consideration of whether the bus driver has violated any applicable state, local or federal statute or regulation and whether the bus driver has violated any School District rule, policy or regulation. The School District shall not be required to defend or provide legal representation in any case where the civil law suit alleges that the bus driver's conduct amounted to gross negligence and where the School District has determined that there is probable cause to believe that the bus driver engaged in gross negligence. In the event the School District determines that it will proceed to provide legal representation, the School District shall not be precluded from conducting its own investigation into the conduct of the bus driver and determining whether the bus driver should be disciplined under the rules of the Employer and this agreement.

ARTICLE XIX – TERMINATION AND MODIFICATION

Section 19.1 Duration. This agreement shall be effective as of September 13, 2006, and shall continue in full force and effect until June 30, 2009. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

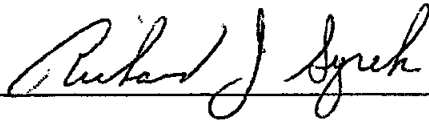
Section 19.2 Notification. If either party desires to renegotiate this Agreement,

they shall give the other party written notice to that effect no less than sixty (60) days prior to the expiration date of this Agreement. In any event, this Agreement shall not be extended beyond its expiration date except by written consent of the parties.

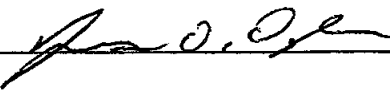
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives on this 12th day of January, 2007.

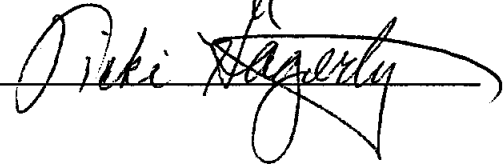
SWAN VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION

SEIU, LOCAL 517M









MEMORANDUM OF UNDERSTANDING

The Swan Valley School District (hereinafter referred to as the "Employer") and SEIU, Local 517M (hereinafter referred to as the "Union") agree to the following understanding related to the **seniority of substitute bus drivers**. The parties agree as follows:

1. The parties recognize that the election leading to the certification of the Union as the exclusive representative of the Employer's bus driving employees did not include those bus drivers previously classified as substitute drivers.
2. The Union agrees that the Employer is not required to negotiate over the wages, hours and terms and conditions of employment of substitute bus drivers.
3. The Union also agrees that negotiations over the scope of the bargaining unit is considered a permissive subject of bargaining and the Employer is not required to extend the scope of the bargaining unit beyond the bargaining unit described in the certification.
4. Notwithstanding the above referenced understanding, the Employer is willing to grant seniority status to Bill Ruth, Bud Klockziem, Teri Sharkey and Roger Romain, without agreeing to extend the scope of the bargaining unit or agree that the Union represents substitutes. The recognition of seniority of these four individuals is made on the express recognition by the Union that the Employer need not and will not recognize the seniority of any substitute driver hired after January 1, 2006.
5. The four individuals identified in paragraph 4 will have seniority only for those specific rights set forth in the collective bargaining agreement relating to substitute bus drivers and will not have any other rights to continued employment or any specific schedule or run unless such right is specifically set forth in the agreement.

SWAN VALLEY SCHOOL DISTRICT

By Richard J. Lynch

Dated: 1-12-07

SEIU, LOCAL 517M

By Picki Sharkey

Dated: 1-12-07

MEMORANDUM OF UNDERSTANDING

The Swan Valley School District (hereinafter referred to as the "Employer") and SEIU, Local 517M (hereinafter referred to as the "Union") agree to the following understanding related to the payroll periods applicable to bargaining unit members. The parties agree as follows:

1. The parties recognize that the collective bargaining agreement sets for the requirement that all members of the bargaining unit receive their hourly compensation on each pay day for all hours worked during the applicable payroll period.
2. The parties also recognize that bus drivers have historically been paid over 26 payroll periods. Significant discussions were held during the 2006 negotiations concerning this issue including Management's proposal to pay employees for the hours they work during each payroll period and reduce the pay periods to 21.
3. In order to resolve the issues and to provide the bus drivers with some income during periods of time they would not otherwise be working, the parties agree to the structure set forth in this Understanding.
4. The parties agree that this structure will apply only to bus drivers who were considered regular drivers during the 2005-06 school year. This Understanding will not apply to bus drivers hired after the 2005-06 school year, those drivers designated as regular drivers after the 2005-06 school year and substitute drivers.
5. The Employer agrees to allow bus drivers to voluntarily authorize receiving their pay over 26 payroll periods. The Union and the employees agree that this structure shall be for the benefit of employees.
6. By voluntarily taking their pay according to a structure of 26 payroll periods employees agree to the withholding required to receive pay within such a structure and expressly authorize the necessary withholding. An employee who chooses to participate in this withholding program shall sign an authorization complying with this Understanding. All taxes and withholding amounts required by law shall be withheld on the amount actually paid to employees unless the Employer is required by law to structure the withholding in a different manner.
7. In voluntarily accepting and authorizing the structure of receiving their pay over 26 pay periods, employees shall agree to hold the Employer harmless for damages, interest or costs related to the structure. The Union agrees that the 26 pay structure does not violate the collective bargaining agreement. The Union also agrees that in the event a court or other tribunal of competent jurisdiction determines that the voluntary structure of 26 pay periods for employees who work only a limited work year such as bus drivers, this structure shall be considered null and void and the pay structure shall immediately revert to 21 pay periods and all employees shall be paid accordingly.

SWAN VALLEY SCHOOL DISTRICT

By Richard J. Lynch

Dated: 1-12-07

SEIU, LOCAL 517M

By Picki Nagelsky

Dated: 1-12-07

MEMORANDUM OF UNDERSTANDING

The Swan Valley School District (hereinafter referred to as the "Employer") and SEIU, Local 517M (hereinafter referred to as the "Union") recognize and understand that the law currently prohibits members of the bargaining unit represented by the Union from requesting and authorizing **voluntary contributions to the Union's Political Action Committee (PAC)**. In the event the law is changed to allow public employers to make voluntary deductions on behalf of political action committees or similar funds, the parties agree to discuss the matter further, but any subsequent agreement to deduct PAC contributions must comply with any applicable laws and it must include as a minimum the following provisions:

1. The Union must agree to reimburse the Employer for costs related to administering the payroll deduction plan that allows employees to make contributions to the Union's PAC through payroll deduction.
2. The Union must agree to comply with all provisions of the Michigan Campaign Finance Act (MCFA), MCL 169.201 et seq. or any subsequently enacted legislation allowing public employers to make the contributions referred to in this agreement.
3. The Union must agree to maintain evidence of an appropriate annual consent executed by the employee. A copy of the consent shall be provided to the Employer at the time the payroll deduction is requested.
4. In the event of an agreement, the Union must agree to provide, annually, the Employer with a list of employees who have consented to voluntary contributions to the Union's PAC. Any amounts to be deducted as provided by the Union to the Employer shall be clearly designated as to which amounts refer to voluntary PAC contributions.
5. The Union must agree to indemnify, defend and hold the employer harmless against any claims made and against any suit instituted against it on account of the application of this separate Memorandum of Agreement.

SWAN VALLEY SCHOOL DISTRICT

By *Richard J. Syrek*

Dated: 1-12-07

SEIU, LOCAL 517M

By *Picki Haggerty*

Dated: 1-12-07