AGREEMENT

BETWEEN

BOARD OF EDUCATION OF ALLEGAN AREA EDUCATIONAL SERVICE AGENCY

AND

LOCAL 517M OF THE SERVICE EMPLOYEES

INTERNATIONAL UNION

BUS DRIVERS & BUS ATTENDANTS

JULY 2011

through

JUNE 2014

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ARTICLE 1

AGREEMENT

This Agreement entered into this ___ day of _____ by and between the BOARD OF EDUCATION OF THE ALLEGAN AREA EDUCATIONAL SERVICE AGENCY of Allegan, Michigan, hereinafter called the "Employer", the "District", the "AAESA" or the "Board", and the SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called "S.E.I.U." or "Union," through its local affiliate, Local 517M, S.E.I.U.

ARTICLE 2

PURPOSE

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

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

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

ARTICLE 3

RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular special education bus drivers and bus attendants but excluding all other employees, including but not limited to the following: supervisors; substitute drivers; substitute summer and student employees; mechanics; dispatchers; employees covered by CETA and other federal or state externally funded programs except that, such externally funded employees shall, if required by law, be covered by this Agreement and/or represented by the Union, to the extent required by such law.

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

Section 3. As used hereinafter, the term "district of origin" shall refer to the (pre) K-12 public school district within the AAESA, that employed the bargaining unit member as a bus driver/aide/attendant, that would otherwise have discontinued the employment of the bargaining unit member as a result of an agreement between that district and the AAESA with respect to the provision of special education transportation services.

ARTICLE 4

EXTENT OF AGREEMENT

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

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

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

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

District and to determine and adjust the size of the work force and to determine and adjust the schedules of work, including bus schedules; to determine and adjust the means, methods and procedures of work and to introduce new and improved means, methods and procedures and eliminate existing means, methods and procedures; to discontinue any service, function or operation; to establish, revise and maintain and enforce work standards.

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

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

Section 3. As is presently the case, supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union. However, this Section is intended to provide for temporary or occasional relief and will not be used to displace bargaining unit employees with non bargaining unit employees.

Section 4. The Employer's right to transfer employees will be exercised in accordance with the following: a) If the transfer occurs in connection with a layoff situation, the procedures

set forth in the last paragraph of Section 2, Article XII, Layoff and Recall, will be observed. b) In all other cases of transfer, the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

ARTICLE 6

UNION RIGHTS AND SECURITY

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

a) The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.

b) Bulletin Boards and School Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.

c) Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.

d) Union Representation. Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The

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

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

Section 2. Agency Shop.

a) All bargaining unit employees shall, within thirty (30) days from the date of commencement of duties, either join the Union and pay Union dues or not join the Union but pay a Service Fee for representation by the Union. In the event that an employee shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, upon written notice from the Union of the employee's non-compliance, deduct the Service Fee from the employee's wages and remit same to the Union.

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

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

d) Payroll Deductions.

1. Upon written authorization from the Employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions programs approved by the Employer.

2. The authorized deduction of dues and service fees shall be made from a regular paycheck each month during which the employee works. The Employer agrees to promptly remit to the Union all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made. The Union agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from deductions of dues and service fees.

3. No deductions of any kind shall be made until the Employer has received a current, valid, written authorization, signed by the affected employee.

Section 3. Union Leave. The Employer shall provide up to 6 days per contract year (July 1 through June 30) of released time for the handling of Union business for the union officers and stewards during the affected employee's regular work hours. The use of such released time must be approved in advance by the local president, and the Employer shall be given reasonable advance notice of any such absence from work. The affected employee's absence from work shall be in increments of half days and full days with four hours or less constituting a half day and more than four hours constituting a full day. Not more than two employees may be absent at any time. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

ARTICLE 7

NO DISCRIMINATION

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

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

ARTICLE 8

DISCIPLINE AND EMPLOYEE RIGHTS

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

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

the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

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

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

a) Verbal Warning. This verbal warning shall be documented with the date and the topic. The document shall be signed by the employee before being placed in the employee's personnel file and a copy provided to the employee.

b) Written reprimand by supervisor. Signed by employee before being placed in his/her personnel file.

c) Suspension without pay.

d) Dismissal.

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

ARTICLE 9

PEACEFUL RELATIONS

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

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

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

ARTICLE10

GRIEVANCE PROCEDURE

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

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

Section 3. The term "days" herein used shall mean business days of the AAESA.

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

Section 5. Level Two: A written grievance shall be filed with the Director of Finance & Operations within five (5) days from the date of the Supervisor's response. Within five (5) days of receipt of the grievance, the Director of Finance & Operations, or designee, shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the

grievant, to discuss the grievance. Such meeting shall be held no later than ten (10) days from the date the grievance is submitted to the Director of Finance & Operations. Within five (5) days of the meeting, the Director of Finance & Operations or designee, shall render his decision in writing, with the disposition of the grievance, transmitting a copy of the same to the grievant and the Union representative, and place a copy of same in a permanent grievance file.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant may appeal same to the Superintendent by filing a written grievance, along with the decision of the Director of Finance & Operations or designee, within five (5) days of the receipt of the Director of Finance & Operations written decision.

Section 6. Level Three: Within five (5) days of receipt of the grievance, the Superintendent, or designee, shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Such meeting shall be held at a mutually convenient time, normally not to exceed fifteen days from the date the grievance is submitted to the Superintendent. Within five (5) days of the meeting, the Superintendent, or his/her designated representative, shall render his decision in writing, with the disposition of the grievance, transmitting a copy of the same to the grievant and the Union representative, and place a copy of same in a permanent grievance file in the office of the Superintendent.

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

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

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

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

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

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

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

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

Section 15. If the grievance is not settled as a result of such final determination by the Employer, the Union shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within twenty (20) days from the date the Employer's final answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association, with the Union filing a Demand with AAA.

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

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

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

c) No decision in any one case shall require a retroactive adjustment in any other case.

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

Section 17. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

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

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

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

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

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

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

c) Except as provided otherwise in this Section 21, expedited arbitration shall be subject to all of the provisions of this Article.

ARTICLE 11

SENIORITY

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

Section 2. Definition of Seniority. (a) Subject to subparagraph (b) below, unit wide seniority is defined as length of continuous service in the bargaining unit since the employee's last date of hire. Classification seniority shall be defined as the length of continuous service in their respected classification. When staff is hired with the same hire date, the last four (4) digits of the social security number will be used to determine the highest seniority. The highest social security number will be the highest seniority. Seniority shall commence after completion of the probationary period and shall thereafter apply only as specifically set forth in this Agreement.

(b) All drivers and attendants employed by the AAESA, who otherwise would have been without employment as a result of an agreement between the AAESA and a (pre) K-12 district within the AAESA regarding the provision of special education transportation services, shall be granted seniority equal to the seniority earned in a bus driver/aide/attendant classification within a recognized bargaining unit, as of the last work day of the employee's service in such district.

Section 3. Seniority Lists. No later than September 15th and January 15th , the Employer shall prepare a current seniority list. All seniority employees will be ranked on the list. Such seniority list will contain both the employees classification seniority and unit wide seniority. The seniority list will be posted in a conspicuous location in each building, and a copy provided to the Union president.

It shall be the responsibility of the Union and of the employees to check any such posted seniority list and to notify Director of Finance and Operations in writing of any error contained therein within ten (10) work days from the date the list was given to the local president. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

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

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

a) If the employee voluntarily quits or retires;

b) If the employee is discharged for cause;

c) If the employee is absent for any cause from work for more than three (3) working days without notifying his Supervisor, unless he has a valid excuse for such failure to give notice;

d) If the employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure;

e) If the employee fails to return to work after recall within ten (10) days after receiving notice of recall, unless he has a valid excuse for such failure.

f) If the bus driver has been on displacement layoff from the District for a period of five (5) years and has not been recalled to a bargaining unit position.

g) If the bus attendant has been on displacement layoff from the District for a period of two (2) years or his/her length of service at the time of layoff, whichever is greater, and has not been recalled to a bargaining unit position.

h) If the employee violates a restriction of a leave of absence, or gives a false reason for obtaining a leave of absence or works for remuneration while on approved leave of absence unless such work for remuneration is done with the prior written consent of the Employer.

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

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

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

Section 6. An employee shall continue to accrue seniority for the first six (6) months of leave.

ARTICLE 12

LAYOFF AND RECALL

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

In applying Part (b) of the definition of layoff (twenty-five percent or greater reduction in available work) overtime or extra duty work shall not be included in determining an employee pre reduction work level. Post reduction work levels shall be determined based on average hours of work over a period of the six (6) consecutive weeks, preceding the week during which the

employee claims he/she reached the 25% reduction level. In addition, the reduction of twenty five percent (25%) or more must occur within a six month period.

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

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

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

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

Section 3. The following recall procedure will apply to employees who have been displaced from work due to a layoff. (With respect to employees who have been reduced in hours by twenty five percent or more, the Employer will on a continuing basis consider the possibility of increasing hours of work.) a) Employees will be recalled in order of seniority i.e., the most senior employee will be the first to be recalled and so forth. b) Recall will be to the first open position in the classification, not necessarily to the job which the employee previously held. c) The employee will be called by telephone and notified of his recall and the date on which he is to return to work. d) If an employee is not contacted under c) above, the Employer will send a certified letter notifying the employee of his recall to work and the date on which he is to resume working. The employee will have a maximum of ten (10) calendar days to return to work. e) It is the employee's responsibility to main his correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor will an incorrect address or telephone number be considered a valid excuse for a failure to report to work following a recall. f) The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit. g) An employee may remain on the recall list for five (5) years.

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

Section 5. When the Employer deems it necessary that a layoff needs to occur, such layoff will take place within the classification and origin (garage) effected. An employee, who chooses to utilize their bumping rights, will bump the lowest senior employee (based on

classification seniority) within their classification and origin (garage). If such laid off employee is currently the lowest senior employee within the classification and origin (garage) then he/she may choose to bump within their classification organization wide or remain on layoff status. If a route is added to an origin (garage) outside of the laid off employee's origin (garage), the employee does not have to be placed in this origin (garage). The required recall would only apply to their classification and origin (garage).

Section 6. The Employer will provide at least thirty (30) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit.

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

ARTICLE 13

JOB POSTING

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

Section 2. If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will first be posted at the site of the vacancy within thirty (30) calendar days and for not less than five (5) working days at that site. If not filled, the vacancy will then be posted AAESA wide for not less than five (5) business days as determined by the AAESA calendar. If not filled, the vacancy may be filled externally. During June, July and August, vacancies will be posted on Mondays. If Monday falls on a holiday, the posting shall occur on Tuesday and continue through Friday.

Qualifications for the job will be as determined by the Employer. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job and the current schedule for the job. Including such information in the posting does not alter the Employer's management or other contractual rights.

Copies of job postings will be supplied to the local president and the SEIU Labor Relations Specialist.

Section 3. Any bus driver or attendant who is working in a position other than the job posted, who are qualified to perform the job, and who has not successfully bid on a vacancy within the previous three (3) months, will be eligible to bid on the job.

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

Section 5. If two or more eligible employees are qualified to perform the job and file timely bids, a junior employee (based on classification seniority) will not be awarded the job in favor of a senior employee (based on classification seniority) unless the junior employee's qualifications are superior to those of the senior employee. If no employee within the classification bids on the posting then the employer will then award the job in favor of a senior employee based on unit wide seniority. If no qualified seniority employee filed a timely bid, the Employer may fill the position in its discretion.

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

Section 7. An employee who successfully bids on a job will have a trial period of five (5) consecutive working days during which the employee may be disqualified by the Employer, or may disqualify him/herself. If the employee disqualifies him/herself, the employee will be

ineligible to bid again for three (3) months as provided in Section 3 above. The ineligibility provision, however, shall not apply if the employee is disqualified by the Employer.

Section 8. If the Employer decides a run (that is not already established) needs to be posted as temporary, such posting shall not exceed a duration of forty (40) calendar days. After such time, the run shall be posted as a permanent vacancy.

ARTICLE 14

A. HOURS OF WORK AND OVERTIME – BUS DRIVERS & ATTENDANTS

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

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

Section 3. An employee may bid to better his/her route time as long as they do not alter their existing route or create an overtime situation.

Section 4. All Sunday work will be double time.

Section 5. The Employer will pay two (2) hours each year at the beginning of the school year to compensate employees for filling in house numbers on route maps and one (1) hour for those asked to mark route maps for new homes and home construction, provided the work is assigned.

ARTICLE 15

WORKING CONDITIONS

Section 1. Safety and Health.

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

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

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

Section 2. The Employer will support and assist employees with respect to preventing students from improperly interfering with the performance of work. A master list of bus rules will be posted on every bus.

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

ARTICLE 16

UNPAID LEAVE OF ABSENCE

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

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

Section 3. Sick Leave.

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

b) Any employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid sick leave for the duration of such illness or disability, subject to the same terms and conditions, as set forth in this Article, which apply to non work related sick leaves.

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

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

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

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

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

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

i) At its expense, the Employer may require an employee to be examined by a doctor who is mutually agreeable to both the employee and the Employer, in connection with either the approval or extension, of a sick leave or, in connection with an employee's ability to return to work.

Section 4. Union Leave. A leave of absence of up to four (4) years shall be granted upon application for the purpose of serving as an employee outside of the AAESA in a labor relations capacity.

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

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

ARTICLE 17

PAID LEAVE-BUS DRIVERS & ATTENDANTS

Section 1. Employees will get ten (10) sick days to be used for absence caused by illness or physical disability of the employee and three (3) personal days per year. A prorated accumulation is provided for part time employees. Any sick days or personal days left at the end of the school year (June 30th) will become accumulated sick days for the following year. When an employee reaches 120 accumulated sick days by June 30th of that school year, the Employer will pay them $40.00 for all days over 120, to be paid in the form of a 403b contribution to an employer selected account. Personal days may not be taken just preceding or following a break period and the first and last days of the school year without prior authorization. A statement for a personal business leave must be submitted in writing at least five (5) business days in advance, except in the event of an emergency when a shorter notice may be acceptable, to the Supervisor. The Supervisor has two (2) business days to respond to the leave request. The Supervisor has final approval on all personal business leave requests.

Employees who are hired into the bargaining unit during the school year shall have their sick leave and personal business leave days prorated for the remainder of the school year, based on the percentage of the school year they are scheduled to work.

Section 2. Up to five (5) days a year, or such additional number of days as may be authorized in writing by the Supervisor, of the accumulated sick leave allowance may be used per death in the immediate family and/or illness in the immediate family and/or emergency in the immediate family. The immediate family shall include spouse, father, stepfather, mother, stepmother, grandmother, grandfather, spouse's father, mother, grandfather, grandmother, children, step-children, grandchildren, brother, stepbrother, sister, stepsister, brother-in-law,

sister-in-law, niece, and nephew. Verification of illness either of the employee or member of his immediate family may be required by the Supervisor from the attending physician or other physician satisfactory to the Supervisor. Should the Supervisor require a statement by one other than the attending physician, the additional expense will be borne by the Board.

Sick days may be used in a.m., mid, or p.m. increments.

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

Section 3. Employees who have accumulated at least thirty (30) days of sick leave allowance as of the preceding June 30 shall receive an attendance incentive based on the number of sick days and unpaid days used during a designated six (6) month period (July 1 through December 31 / January 1 through June 30) as follows: zero (0) days used, $100; one (1) day or partial day used, $75; more than one (1), up to two (2) days used, $50. Payment less applicable withholdings will be made in a reasonable time after the end of each six (6) month period. Jury duty shall not be counted as time off for purposes of calculating the attendance incentive.

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

Section 5. Sick Bank. In the event an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the employee may be eligible to use days donated by members of this bargaining unit as long as the employee has exhausted all of his/her sick and personal days. This illness or disability must be of an emergency nature and the leave must be taken as an uninterrupted block of time for each such

illness or disability. No employee receiving compensation by any other means (i.e. workers compensation, long term disability) shall be eligible. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

Upon the request from an eligible employee, the Superintendent or designee will invite the donation of up to one sick day per school year per member, per incident, of the bargaining unit. In no school year shall the total number of donated days for an individual eligible employee exceed one day per member of the bargaining unit. However, additional days may be invited at the discretion of the Superintendent or designee. Unused donated days shall not accumulate. Any days not used shall be returned to the employees contributing such days on a random basis determined by the District, which determination may not be grieved. Donation of up to one sick leave day shall not be considered use of a sick day for purposes of the attendance incentive in Article 17, Section 3. If an employee chooses to donate more than one day per semester, the additional day shall affect the attendance incentive.

ARTICLE 18

GENERAL

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

Section 2. The provisions of this Agreement, including but not limited to wages and benefits, apply only to employees who are included in the bargaining unit. This Agreement does

not apply to any other employees, or in any way restrict the Employer's actions with respect to non bargaining unit employees.

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

ARTICLE 19

SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 20

DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect from July 1, 2011, through June 30, 2014. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

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

THE BOARD OF EDUCATION OF THE ALLEGAN AREA EDUCATIONAL SERVICE AGENCY	LOCAL 517M OF THE SERVICE EMPLOYEES INTERNATIONAL UNION
By Phyllis Drozd	By Diane McDuncah
Mark R. Dohn	Christine Fahl

SCHEDULE A

WAGES

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

A. Commencing July 1, 2011:

Step	2011-2012	2012-2013	2013-2014
0	$15.15	wage reopener	wage reopener
1	$15.49		
2	$16.84		

In addition, $.25 per hour will be paid to employees with ten (10) years or more service (seniority).

Step increases will be paid in September of each year.

WAGES – BUS ATTENDANTS

Section A.1.2. Wage Rates. Wage rates for bus attendants effective the first payroll of the School year after reporting back to work-are as follows:

Step	2011-2012	2012-2013	2013-2014
0	9.80	wage reopener	wage reopener
1 yr	10.10		
2 yr	10.73		
5 yr	11.07		
10 yr	11.39		
15 yr	11.73		

SCHEDULE A.2

BENEFITS – ATTENDANTS

Section A 1. Insurance Benefit. Employees who work (20) hours per week or more shall receive the following additional amount added to their salary (50% in December, 50% in May):

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

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

SCHEDULE A.3

BENEFITS – BUS DRIVERS & ATTENDANTS

Section A.3.1 Any employee missing "the call" for delay or a school closing and has reported for work will receive one (1) hour their regular hourly pay provided the employee has "signed in". If the employer issues a two (2) hour delay for inclement weather, employees will be reimbursed of they are harmed by any of the following:

1. If the two (2) hour delay causes them to miss a doctor or dentist appointment the employer will pay the cancellation fee, if applicable. Proper documentation must be submitted.
2. If the two (2) hour delay causes an employee to miss mid-day employment outside of school employment, they will be reimbursed missed wages. The maximum reimbursement is their regular rate of district pay and the maximum number of hours is two (2).
3. Employees will be allowed to use sick time to attend a doctor or dentist appointment if canceling the appointment would cause a significant delay in rescheduling the appointment. The use of sick time would not count against the attendance incentive.
4. Any mid-day run will be compensated at regular rate of pay if cancellation of their route occurs.

Section A.3.2. Snow Days and Two (2) hour delays,

a. The first five (5) snow days will be paid at the regular rate of pay. Any additional snow days will not be paid. If additional snow days are required to be made up, the employee will be paid to work on those day(s) at their regular rate of pay.

Section A.3.3. Time for bus school and driving tests for potential employees to be paid at $7.55. Time for continuing education for current employees to be paid at $10.00. This rate of pay will also apply to training which meets all of the following conditions: required MDE and/or AAESA training; the training is made mandatory by MDE and/or AAESA; the training occurs outside their District of origin and outside normal working hours.

Section A.3.4. For trips, a meal allowance will be reimbursed to the bus driver and attendant. The meal allowance will not exceed $6.00 and up to two (2) meals a day (totaling $12.00 per day) Receipts must be turned in at the completion of the trip to the Transportation Supervisor. Payment will be made from receipts submitted to the AAESA Administration Office and signed by the Transportation Supervisor.

Section A.3.5. Beginning with the completion of the probationary period, six (6) paid holidays will be given to the employees to be paid as the holidays occur. The designated holidays are: Labor Day 1. Thanksgiving, 2. the Friday following Thanksgiving, 3. Christmas Eve, 4. Christmas Day, 5. New Year's Eve, 6. New Year's Day. In addition, the employees with ten (10) years of service (seniority) as of December 1 shall be paid an additional holiday. The additional holiday will be Day Memorial Day.

Section A.3.6. The employer will provide a Section 125 plan.

Section A.3.7. Employees will be permitted to purchase health insurance at 100% their cost through AAESA. This provision is only valid if the insurance provider allows for such purchases.

Section A.3.8. Time spent in attendance at mandatory meetings will be compensated at the rate of $10.00 per hour at a minimum of one (1) hour. Employees are required to sign in on a

sign-in sheet for every meeting that they attend. If an employee does not sign-in, they will not be compensated for attending the meeting.

Section A.3.9. When an employee works as a substitute, the employee will be paid at their regular rate of pay. A system will be maintained which is intended to give bargaining unit employees the first chance to work as substitutes. If a bargaining unit employee is incorrectly passed over, their sole remedy will be the offer of the next available opportunity to substitute.

Section A.3.10 Employees Filling Route Under Emergency Situations

When a substitute is not available and an attendant is needed to drive because he/she has the qualifications to do so, and the route times are less than the attendants regular route, he/she will be compensated for those hours at the rate of attendants pay.

When an employee is needed to switch routes and the route times are not equal, the employee will be compensated for the difference in time between the two routes as well as paid for the hours of work.

For the purpose of this Section, emergency shall be defined as less than twenty-four (24) hours.

SCHEDULE A.4

WORKING CONDITIONS - DRIVERS

Section A.4.1. Buses and routes will be assigned by the Transportation Supervisor. Origination, destination, and time to be determined by the Transportation Supervisor.

Section A.4.2. There will be no unauthorized passengers normally allowed on the bus during regular runs. Authorization cards, signed by the principal or supervising teacher, may be issued in the event there is a valid reason for any unauthorized passenger to ride.

Bus drivers will recognize authorization cards for legitimate activities.

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

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

Section A.4.3. In order to maintain the transportation schedule, an emergency substitution may be made by the Transportation Supervisor using a certified driver that is immediately available. This substitution will not be subject to a grievance.

Section A.4.4. Bus drivers shall fulfill the following responsibilities:

a) It is the responsibility of the driver to have a valid chauffeur's license.

b) All drivers must obtain proper certification according to Michigan State law. A bus driver not properly certified shall be immediately relieved of his/her duties until he/she has obtained proper certification. He/she may then be reinstated if there is an opening for his/her services.

c) All drivers shall inform the supervisor of any traffic violations within three (3) business days.

d) A driver must pass a physical examination at the time he/she is hired and as determined by the medical examiner as specified by Michigan state regulations or the Employer.

e) It is the responsibility of the driver to obtain, every three (3) years, a certificate from a doctor stating that the driver has passed a negative T.B. test, if required by the State. This test and an x-ray, if needed, will be paid by the Employer.

f) Drivers are responsible for knowing and obeying the traffic laws of the state of Michigan.

g) Provided that a substitute is willing and available, a driver will be eligible to drive an extra trip during the time of the driver's regular run.

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

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

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

k) Drivers are responsible for keeping an accurate records of misconduct and attendance of students to be turned in at the end of each week or when requested by the Transportation Supervisor. The Transportation Supervisor will determine the format of

this report.

l) Drivers are responsible for documenting any needed repairs of their buses to the Transportation Supervisor and AAESA mechanic immediately.

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

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

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

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

Section A.4.5. The Employer will reimburse a certified bus driver for any amount over the cost of a regular driver's license with submission of receipt of payment. New drivers, upon completion of the probationary period, shall also be reimbursed.

Section A.4.6. Time for pre-inspection, cleaning, and gassing will be determined by the Transportation Supervisor and will be paid at the driver's hourly rate.

Section A.4.7. If DOT required by State Regulations or the Board, the Board shall assume the full cost of physical examinations. The location of the exam is determined by the Transportation Supervisor. If an employee is unable to receive a physical at the district of origin, the employer will allow the employee to arrange a physical at another district or origin or as

determined by the Transportation Supervisor with access to do so on work time and with a work vehicle. If the T.B. test is given as part of this physical, the Board will assume the cost.

SCHEDULE A.5

DRIVERS AND ATTENDANTS

Section A.5.1 All employees are responsible to the AAESA Transportation Supervisor and district of origin supervisor as determined by the AAESA Transportation Supervisor.

SCHEDULE A.6

TRIPS AND EXTRA WORK

Section A.6.1. For purposes of this Agreement, extra trips shall be divided into two categories: trips originating from Hillside East and West and trips originating from one of the regional programs ("site trips").

a) Hillside trips shall first be posted and assigned on a rotating seniority basis to drivers with routes serving the Hillside. If such trips cannot be filled in that manner, they shall be posted and assigned on a rotating seniority basis to the remaining drivers.

b) Site trips shall be posted and assigned at the district of origin as soon as possible, and whenever extra trips are required, the driver selected to take the extra trip will be taken by rotation from the seniority list for the District site where the trip originates. If the site trip is not filled in that manner, the trip shall next be posted and assigned to drivers whose routes serve the Hillside. If still not filled, the trip shall be posted and assigned on a rotating seniority basis to the remaining drivers of the AAESA bargaining unit.

c) Attendants are infrequently required for extra trips. If an attendant is required, the attendant normally assigned to the bus will be given first opportunity for the trip. If that attendant declines the trip, the same priority for posting and assignment as used for drivers shall then be applied to attendants.

d) Each driver/attendant will have the opportunity to either accept or reject the extra trip when their name comes up according to the seniority list for the Hillside or site, as applicable, with the least senior driver/attendant required to take the extra trip unless a qualified substitute is willing and available. The seniority list for the Hillside and each site will be used in selecting the qualified driver/attendant for the extra trip scheduled.

e) For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

Section A.6.2. Extra trips to be paid at the driver's hourly rate for driving time with a guaranteed minimum of one (1) hour. Layover time to be paid at the following rate: $ 10.05.

Section A. 6.3 Extra trips to be paid at the attendant's hourly rate with a guaranteed minimum of one (1) hour. Layover time to be paid at the employee's regularly hourly rate.

If a driver misses the opportunity to drive an extra trip due to cancellation, that driver will be compensated for two (2) hours of pay at his or her hourly, drive time rate.

Delays - Response to:	Fog Delay Ice Delay Tornado Warning Snow Delay

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

Section A.6.4. Mid-Day Substitutes: When an employee who drives a mid-day run, takes a scheduled leave during the mid-day run, on a rotating basis from a list of volunteers before being assigned to non-bargaining unit members. Emergency or unplanned leaves during the mid-day run may have to be subbed by whoever is available at the time. Said such list will be posted for five (5) days twice a year, the first week of September and the first week in January. Any employee not signing the list will be relinquishing their rights to be asked to do such work.

Section A.6.5 Extra Drive Time: An employee shall not be penalized for turning down extra drive time until they have turned down said such work three (3) times in a row, in a semester.

Section A.6.6 An employee may sub for another driver when it involves a single run and it fits within their regularly scheduled route. A non-bargaining unit substitute will be hired when the absence involves a full day.

Section A.6.7. When a driver has restrictions, and an attendant is needed to assist, the attendant will be awarded the trip from a rotating schedule.

Section A.6.8. Extended school year opportunities will be available to Hillside drivers who will rotate by seniority each month by location. Attendants will be assigned with their regular driver.

Letter of Agreement

between

Allegan Area Educational Service Agency

and

SEIU Local 517M

RE: 2012-2013 Agreement Re-opener Agreed to on July 12, 2012

The AAESA and the SEIU mutually agree to the following provisions which have settled the re-openers specified on Schedule A of the current contract.

- Salary base increase for 2012-2013 shall be 1%.

Bus Driver Wage Rates:

Step	2012-2013
0	$15.30
1	$15.64
2	$17.01

Bus Attendants Wage Rates:

Step	2012-2013
0	$9.90
1	$10.20
2	$10.84
5	$11.18
10	$11.50
15	$11.85

Abby Lloyd

Abby Lloyd, Dir. of Finance and Operations

7-23-12

Date

Christine Fahl

Christine Fahl, SEIU Local 517
Labor Relations Specialist

7-19-12

Date