

7/31/97

**MASTER AGREEMENT**

**BETWEEN THE**

**GALIEN TOWNSHIP SCHOOL**

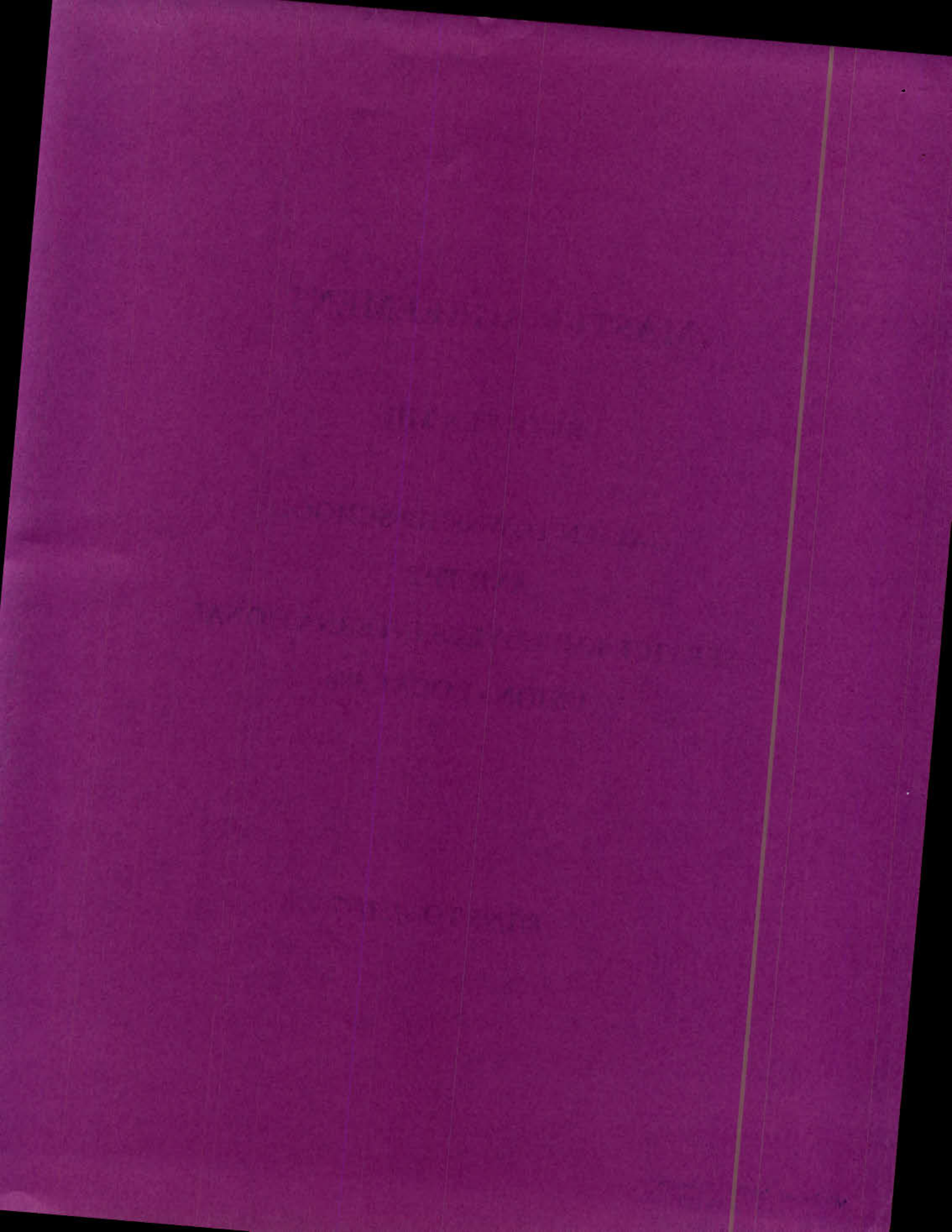
**AND THE**

**SERVICE EMPLOYEES INTERNATIONAL**

**UNION - LOCAL 586**

*Galien Township School*

**8/1/95 TO 7/31/97**





## AGREEMENT

This Agreement is entered into this Tenth day of June, 1996, by and between the Galien Township Schools, Galien, Michigan, hereinafter referred to as the "Employer" and Service Employees International Union, Local 586, hereinafter referred to as the "UNION."

WITNESSETH;

### ARTICLE I PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. Recognizing that the safety and well-being of students is paramount and dependent upon the care and diligence of the school bus drivers and that the ability to maintain the physical plant and other facilities rests in the hands of our custodians and maintenance men, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE II RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all cooks, custodians, maintenance employees, regular and regular substitute bus drivers, paraprofessionals/aides and secretaries, but excluding supervisors, student part-time employees, executive secretary and bookkeeper, executives and all other employees of the Employer. For the purposes of this Agreement the following definitions shall apply:

A. A regular driver is a driver who drives a regularly scheduled run or runs on a daily basis and has met the probationary requirements as provided herein.

B. Regular drivers who drive as substitutes for other regular drivers on a temporary basis are not to be considered substitute drivers.

C. A substitute driver is one who is on call but has no continuing commitment with the Employer for specific run/runs and who drives a run or runs in place of a regular driver when such driver is absent due to illness or other reasons.

D. A regular-substitute driver is one who has completed the 90 day probationary period as a substitute.

E. Within the paraprofessionals/aides classification, there shall be instructional aides, non-instructional aides, library aides, and a library/a.v. coordinator. Para-professionals/aides shall be under the supervision and direction of a teacher, building principal, administrator and/or librarian.

F. Within the Secretarial classification, there shall be building secretaries, who shall be under the supervision and direction of the principal, and department secretaries, who shall be under the supervision and direction of the head of the department.



G. A food service assistant is a position who assists with non-cooking duties, under the supervision and direction of the food service supervisor.

Section 2: The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality, or political belief, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his membership or non-membership in the Union.

Section 3: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any said group or organization regarding those employees set forth in Section 1 of this Article.

Section 4: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or any law of the State of Michigan or the United States, all rights to manage, direct and supervise the operations of the Employer, and the employees are vested solely and exclusively in the Employer.

Section 5: The Union shall be authorized to use school facilities to hold meetings of its members, such use of facilities shall be at no additional expense to the Employer and shall be scheduled with the Employer at least one (1) week in advance of the proposed meeting date. Employees shall be allowed to conduct necessary union business while on the Employer's premises.

Section 6: All employees covered by this Agreement shall be represented for the purpose of grievance procedures and negotiations by Union representatives and bargaining committee to be chosen by the Union.

Section 7: The time of meetings for the purpose of conducting negotiations and processing grievances shall be arranged so as to have as little working time lost as possible. If both parties agree to the meeting time and as the result some of the employee's regular work time is lost, a maximum of four (4) employees shall be compensated at their regular straight time rate of pay for any regularly scheduled working time lost.

Section 8: Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Union officers shall at no time conduct Union business during assigned duty time unless specifically approved by the administration or hereinafter provided for in this Agreement. The Employer shall not pay for substitutes required to replace Union members performing Union business, unless such members are directed to attend or be a part of a joint Union-Employer activity which cannot be scheduled after normal working hours.

### ARTICLE III UNION SECURITY

Section 1: Present employees who are members of the Union as of August 1, 1989, and all new employees for whom the Union has been designated as the exclusive bargaining agent, shall after the completion of sixty (60) days probationary period, as a condition of continued employment, become members of the Union or pay a service fee to the AFL-CIO, Local 586 provided, however, that employee may authorize payroll deductions for such fees in the same manner as provided for in Section 2, part 1 or 2.



(a) Present employees who are not members of the Union as of August 1, 1989, shall not be required to join the Union or to pay service fees. However, if these employees do join the Union or pay service fees after August 1, 1989, they shall, as a condition of continued employment, maintain their Union membership or pay the service fee.

(b) "Service fee" shall mean a service charge to defray amounts expended by the Union solely for purposes of collective bargaining, contract administration, and grievance adjustment, (but excluding amounts expended by the Union to finance any ideological, political or other activities not directly related to collective bargaining, contract administration, and grievance adjustment). A "service fee" shall be presumed to be an amount equal to, and shall in no event exceed ninety percent (90%) of the "Dues."

Section 2: From the first pay check of each month for those employees who so authorize by properly executed payroll deduction authorization cards, the contents of which are set forth in the check-off authorization form as provided by the Union, the Employer agrees to deduct the initiation fees, Union dues for such month, and reinstatement fees, if any and remit the same to the Union Local 586 secretary-treasurer together with a duplicate alphabetical list of the names of employees from whom the money has been collected through payroll deductions no later than fifteen (15) days after the money has been collected.

Section 3: The Union shall indemnify and save harmless the Employer from any and all claims, demands, suits or other forms of liabilities that may arise by reason of the employer's compliance with the terms of this Article.

Section 4: Due to the flexibility of substitute driver work schedules the dues check-off procedure is waived for sub-drivers. Sub-drivers shall pay any dues obligation directly to the secretary-treasurer of the Local union unit or the Local Union by check or cash.

Section 5: The School shall notify all new employees hired into positions represented under this Agreement that upon completion of the probationary period they will be required to meet the provisions of Section 1 of this Article.

#### ARTICLE IV GRIEVANCE PROCEDURE

##### Section 1: Definition

(a) A grievance shall be an alleged violation of the interpretation or meaning of expressed terms of the contract.

(b) For the purpose of this Article, Day shall mean calendar day, exclusive of Saturday, Sunday, or any legal holiday when school is not in session or closed due to an "Act of God."

(c) Any employee or group of employees who have a complaint or grievance may be accompanied by a Union representative, if so desired.

(d) Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the union. If the Board fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance may then be processed to the next higher step in the procedure.



(e) It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement in writing, between the employer and the Union.

(f) The Union shall notify the Superintendent in writing as to the membership of its grievance committee and any changes therein. The Union's grievance committee shall be comprised of not more than three (3) individuals who have not less than six (6) months seniority with the Employer. It is understood that the term "Union Representative" as referred to herein shall mean such representatives of the bargaining unit as are appointed or elected to the grievance committee or such members of the Local or International Union as may be requested to be present at the grievance procedure as provided herein.

(g) Nothing herein contained shall be construed to prohibit any employee from processing his or her own grievance without the assistance of a Union representative provided, however, that a Union representative must be present at least two (2) days in advance of any meeting concerning a grievance, excluding the oral or Step 1 of the procedure.

(h) Any member of the grievance committee, steward or elected official of the unit having a grievance concerning his or her own work may request the presence of another Union representative to assist in the processing of such grievance.

**Section 2: Written grievances as required herein shall contain the following:**

(a) It shall be signed by the grievant and chairman of the grievance committee or Union representative if the Union is processing a grievance on behalf of the grievant/s.

(b) It shall contain the date when, to the best of the grievant's knowledge, the violation first occurred.

(c) It shall contain a brief synopsis of the facts giving rise to the alleged violation.

(d) It shall cite the sections/s of subsection/s of the contract alleged to have been violated.

(e) It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper in which case the grievant shall have maximum of two (2) days grace from the time limits to have the grievance properly prepared and resubmitted. Failure to resubmit the grievance at the end of the grace period will be cause for the grievance to be withdrawn.

**Section 3: Any employee or group of employees believing themselves wronged by an alleged violation of the provisions of this contract shall within five (5) days of the employee's knowledge:**

**Step 1: From the date of the occurrence or date of knowledge of the occurrence within five (5) days the employee/s shall:**

1. Discuss the complaint or alleged grievance with their immediate supervisor in an attempt to resolve the complaint or grievance.



2. The immediate supervisor shall give his verbal reply to the grievant/s as soon as possible, but not later than three (3) days from the date that the complaint or grievance is first brought to him by the grievant/s.

Step 2: If the supervisor's verbal response is not satisfactory, within three (3) days of the receipt of the supervisor's verbal response the grievant/s shall:

1. Reduce the grievance to writing as outlined in Section 2, (a) through (e).
2. Present the written grievance, original and one (1) copy to the supervisor.
3. The supervisor shall provide his written response (original and one (1) copy) to the grievant's within four (4) days of the receipt by him of the written grievance from the grievant/s.

Step 3: The grievant/s shall within two (2) days of the receipt of the supervisor's Step 2 reply and providing such reply is unsatisfactory, appeal the grievance (original and one (1) copy) to the grievance committee.

Step 4: The grievance committee shall within ten (10) days of receipt of the grievance:

1. Meet to consider the grievance.
2. Investigate as necessary to determine the merits of the grievance.
3. Reduce their findings to writing.
4. Either appeal the grievance to the superintendent of schools or advise the grievant of the reasons for not appealing the grievance further.
5. If the grievance is to be processed further, provide the superintendent of schools an original and one (1) copy of the grievance and their findings.

Note: If the grievance is not to be appealed, the supervisor of the grievant/s shall be so notified.

Step 5: The superintendent of schools shall, within ten (10) days of receipt of the grievance and the committee's findings:

1. Set a meeting with the grievant/s, the union representative and the steward and/or grievance committee chairperson.

Note: The union representative must be given at least two (2) days notice of the meeting date and time.

2. The superintendent shall render his written reply to the grievance within five (5) days of the meeting providing one copy to the grievant, one copy to the grievance committee, and one copy to the union representative.

Step 6. The Union, if not satisfied with the superintendent's reply to the grievance, shall within ten (10) days of the receipt of the superintendent's reply, advise the superintendent of its intent to appeal the grievance to the Michigan Employment Relations Commission (MERC) Mediation service. A mediation meeting will be set as soon as possible based upon the availability of the mediator.



Step 7: If the grievance remains unresolved at the conclusion of Step 6, it may be submitted for binding arbitration at the request of the Union provided written notice of the request for submission to arbitration is delivered to the Board within nine (9) calendar days after the date of receipt of the Board's written decision at Step 6. Within seven (7) calendar days after the date of the written notice to the Board, the Union must file a request for arbitration with the American Arbitration Association or the grievance is closed. The arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the grievance, if within the arbitrator's power, and shall render a decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the arbitrator's findings and conclusion with respect to the issues submitted to arbitration.

#### POWERS OF THE ARBITRATOR;

It shall be the function of the arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and section of this Agreement.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

The arbitrator shall have no power to establish salary scales or change any salary.

The arbitrator shall have no power to rule on any of the following:

-The termination of services of or failure to re-employ any probationary employee.

-The placing of a probationary employee on additional probation.

-Any matter involving employee evaluation.

-Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.

In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

If either party disputed the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.



There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority as set forth above. It shall be binding upon the Union, its members, the employee(s) involved and the Board.

The costs of the arbitrator shall be shared equally by the parties.

All arbitration hearings shall be held in the school district.

Claims for back pay: All grievances must be filed in writing three (3) calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within seven (7) calendar days after receipt of the pay.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.

The arbitrator cannot grant relief extending beyond the termination of this agreement.

It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present agreement and the effective date of its successor.

The arbitrator may not make an award which, in effect, grants the grievant and/or the Union that which it was unable to secure during negotiations.

#### ARTICLE V DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the superintendent within five (5) regularly scheduled working days after such discharge. Such grievance shall be processed starting at the third step of the grievance procedure.

Section 2: In the event it should be decided under the grievance procedure that the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he may have earned at other employment during such period.

#### ARTICLE VI STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or



any other concerted interference with the operations of the Employer. The Employer agrees that it will not lockout the employees.

Section 2: Any employee, group of employees or Union representative who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the Employer, may be disciplined or discharged within the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities shall be subject to the grievance procedure.

## ARTICLE VII SENIORITY

Section 1: Seniority shall be defined as employee's length of continuous service in the same department with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit or been discharged. No time shall be deducted from an employee's seniority due to absence, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided.

(a) For the purpose of this Article, any part of a day worked shall count as a full day.

Section 2: All new employees except substitute bus drivers shall be probationary employees until they have completed forty-five (45) working days for the Employer. Substitute bus drivers shall be probationary employees for a period of ninety (90) working days. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him for regular employee status.

(a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his relative length of service.

(b) Upon satisfactorily completing his or her probationary period, an employee's name shall be entered on the seniority list and he or she shall rank in seniority within assigned classification as of the date of completion of probation and back-dated sixty working days.

(c) Substitute bus drivers shall have their names entered on the substitute driver seniority roster as a "regular-substitute driver," with seniority dating as of the date they have satisfactorily completed ninety (90) work days probation during the current school year.

(d) Those substitute bus drivers in the employ of the Employer, as of the effective (execution) date of this Agreement, who have completed the equivalent of the required probationary period, shall be entered on the regular-substitute bus driver seniority roster with date of seniority back to date of hire as a bus driver.

(e) Subsequent to the signing of this Agreement, those regular-substitute bus drivers who have not driven a sufficient number of runs during a previous school year to qualify for completion of the 90 day probationary period shall be credited with a proportionate amount of time toward reduction of probation as follows:

For each ten (10) full days of substitute driving over thirty (30) days in any contract year those ten (10) days shall be credited toward the ninety (90) day probationary period of the subse-



quent contract year. Any driving credit accumulated during the previous year or years, shall be counted toward the reduction of probation during the current year.

(f) At the beginning of the school year, shared time runs, kindergarten runs and special education runs shall be reassigned to the same drivers who had the runs during the previous year when practicable and the same bus shall also be assigned to the drivers. Those runs for which no driver is available, caused by drivers not reporting for work due to termination of employment or other reasons of a permanent nature, shall be offered to regular drivers on a seniority basis. Should no regular seniority drivers desire to take the run, then a substitute driver who has been determined by the Union and Employer to have the Employer determined qualifications to take the run, may be selected for assignment to the run. Substitute bus drivers shall be considered in order of seniority, all other abilities and conditions being equal. Regular bus runs shall be assigned on a seniority basis at such time as busses are garaged at the school rather than at the driver's home. Current procedure of run assignment based upon resident of driver may be continued until such time as bus garage procedures are changed.

(g) At such time as regular substitute bus drivers are selected, based upon seniority and qualifications by the Employer and the Union to begin work on a regular basis such driver shall be given experience credit for the required regular driver probationary period, provided they have driven a minimum of 90 work days as a sub driver. Such drivers shall be allowed a training period as a regular driver for a period of thirty (30) work days at the end of which they shall be placed on the regular driver seniority list with seniority dating back to date of selection as a regular driver, and shall be considered as having completed the regular driver probationary period.

(h) Substitute drivers who are unable to satisfactorily perform as regular drivers as determined by Employer established qualifications, shall be returned to substitute driver status, at the time within the thirty (30) work day period that determination of lack of qualifications is made, without loss of seniority or other benefits of a sub driver. Such sub driver shall not be considered for future regular run assignment for the balance of the current school year.

### Section 3:

(a) A roster shall be established for extra bus runs and the drivers' names shall be entered on the roster in seniority order at the beginning of the school year.

(b) Only those drivers who wish to take extra trips shall place or have their names placed on the roster. Drivers who place their name on the roster are assuming an obligation to be available to take extra trips as their name appears on the roster. Substitute bus drivers shall not be on the trip roster, and shall not drive trips unless all trip drivers have refused the trip.

(c) Drivers who no longer desire to take extra trips shall have the right to have their names removed from the roster by providing a week's notice to the supervisor and the Union representative. Drivers who wish to have their names added to the trip roster shall notify the supervisor and the Union representative and shall be entered on the bottom of the roster. Such drivers shall be charged with the highest number of hours of any driver on the roster.

(d) Drivers who have their names removed from the roster shall have a waiting period of sixty (60) days before being eligible for reinstatement on the roster.

(e) Extra trips will be posted as far in advance as possible, normally forty-eight (48) hours in advance of the time that the trip is scheduled to depart.



(f) Drivers who are scheduled to take the trip, are obligated to inform the supervisor of their availability to take the trip as far in advance of the trip departure date as possible. In the event that drivers fail to notify the supervisor and the Union representative of the name/s of the drivers who will be making the trip, at least one day (24 hours) in advance of the departure time, the supervisor shall assign a driver to the trip.

(g) The first trip will be offered to the most senior driver whose name appears on the roster. In the event that the senior driver cannot take the trip, then the trip will be offered to the next driver in line on the roster.

(h) Drivers who drive the trip shall have their hours posted in black. Drivers who refuse the trip shall have two times the number of hours posted in red. Regular drivers shall not be penalized by red hours when they have a regular run conflict or when an extra trip would result in less compensation than the regular driver's run. Drivers will not be charged on the trip roster if they turn down a trip because of illness on a day of pupil instruction which caused them to miss that day of work. Trips turned down on a day that is not a day of pupil instruction shall be charged on the trip roster regardless of the reason.

(i) At such time as each driver on the roster has either driven a trip, or refused a trip, the next trip offer shall be made to the driver with the least number of posted hours. Subsequent trip offers shall be made in that order.

(j) Drivers shall turn in to the transportation supervisor's office their completed trip report at the end of each trip. The driver's trip roster showing hours driven or refused must be posted daily. The supervisor shall maintain a current and accurate trip roster.

(k) The extra trip notification list will be posted.

(l) Drivers may at their discretion (or at the request of the supervisor) trade trips if the supervisor has been advised of such change in advance of trip departure. The driver who should have taken the trip will be charged with the time of the trip on the roster in the instance of voluntary trade. In the instance of supervisor-requested change, the driver who actually drives the trip shall be charged with the trip and the next trip shall be offered to the driver who should have taken the previous trip.

(m) Drivers shall receive a sports pass for all events they drive to.

(n) On any trip that involves at least six (6) hours of consecutive driving, two (2) drivers shall be assigned to the trip.

Section 4: Upon the execution of this Agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within thirty (30) days after the execution. Thereafter, an up-to-date seniority list shall be prepared and presented to the Union at the end of each school semester. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the representative and president of the Union a copy of the seniority list.

(a) Any objection to the seniority date as shown on any list must be registered with the Employer by the complaining employee within thirty (30) calendar days after such seniority list has been given to the Union.

(b) When the seniority list is initially prepared or thereafter revised as is above provided,



if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last names. If two (2) or more employees have the same last name the same procedure shall be followed in respect to their first names.

Section 5: An employee's seniority shall terminate:

(a) If he quits, or is discharged for just cause.

(b) If, when notified by certified mail prior to the start of the school year, the employee fails or refuses to advise the Employer in writing of his intent to return to work or not to return to work within one (1) calendar week after receipt of such recall notice.

(c) When, following a layoff for lack of work (other than the case referred to in subsection (b) above) he fails or refuses to notify the Employer, within forty-eight (48) hours after receipt of the recall notice sent by certified mail, of his intent to return to work and unless he actually returns to work within three (3) regularly scheduled working days after receipt of such recall notice.

(d) If he is absent for three (3) regularly scheduled working days without notifying the Employer within such three (3) day period of a justifiable reason for such absence.

(e) If he fails to return to work immediately upon expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence, which would preclude him from performing his responsibilities and duties for the Employer.

(f) When he has been laid off for lack of work for a continuous period of time in excess of twelve (12) consecutive months.

Section 6: When it becomes necessary to lay off employees due to lack of work or to reduce the size of the work force, part-time and probationary employees shall be laid off first, provided there are employees with seniority who are available, qualified and who have the then-present ability and physical fitness to satisfactorily perform the work of such probationary employees without training. Among employees with seniority, the employee with the least seniority shall be the first to be laid off for lack of work provided always that the remaining employees are available, qualified and have the then-present ability and physical fitness to satisfactorily perform the work of such laid-off employee without training. If there is no available senior employee meeting these requirements, then the employee with the least seniority in the bargaining unit whose job can be satisfactorily performed by an available employee without trial or training shall be the one laid-off.

(a) When recalling employees following a layoff for lack of work, the laid-off employee with the most seniority who is qualified and has the then present ability and physical fitness to satisfactorily perform the work without training shall be the first employee recalled.

Section 7: It is understood and agreed that the seniority provisions of this agreement apply separately to those employees with the classification of custodian, and maintenance employees and cooks, bus drivers, secretaries, paraprofessionals/aides, and food service assistant, and further, part-time employees shall not be permitted to exercise their seniority to displace full-time employees and that employee within one classification shall not be allowed to displace employees in another classification, except as provided for herein.



Section 8: The Employer shall have the right to temporarily transfer for a period of twenty-five (25) work days employees from one job to another to cover for employees who are absent due to illness, accident, vacation, or leave of absence or to fill vacancies or for any other valid reason. Employees who move from one classification to another on a temporary basis shall receive the rate of pay called for in the new classification provided it is not less than the rate received in the classification from which they were transferred. An employee shall have the right to refuse permanent or continued transfer or promotion without loss of seniority or other benefits.

Section 9: Any employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the Employer outside of the bargaining unit, shall not continue to accumulate seniority, but shall retain the seniority held at the time of promotion, for a period of one year, so long as he remains a member of the Union in good standing, lest subsequently, such employee elects to return to the bargaining unit or is removed by the employer from the supervisory or other job for reasoning other than those which could justify discharge.

Section 10: When a new job is created, the Employer shall establish a new classification and rate and notify the Union of such new job. Any job so established shall be posted for a period of five (5) working days. In the event the Union does not agree with the description and rate, it shall notify the Employer within thirty (30) calendar days after the new classification and rate are established and such matters shall be subject to the grievance procedure starting with the Third Step on the date such notification is received by the Employer.

All job vacancies within the existing classifications shall be posted for a period of five (5) working days (provided that the posting date shall not be a Friday, Saturday, or Sunday) on appropriate school bulletin boards and in the bus garage. Members of the unit shall bid on such vacancies and the Employer shall select the most senior employee who has the then-present ability to satisfactorily perform the work. Upon the expiration of five (5) calendar days after posting, provided no bargaining unit employee has bid upon said opening, or those bidding do not have the then present ability to satisfactorily perform the available work, the Employer may use any means at his disposal for filling the job opening. Employees selected to fill such job shall be allowed fifteen (15) work days to prove their ability to satisfactorily perform. If unable to meet the Employer's determined requirements within that period, such employee shall be returned to their former position without loss of seniority or benefits. In the event that any senior employee expressing a desire to fill a vacancy is not selected to fill such position, the Employer shall advise such employee in writing of the reason for non-selection. All vacancies shall be filled by a permanent employee within twenty-five (25) working days after posting. The Unit President shall be given a copy of all job postings, including a list of employees who have bid on the opening.

Section 11: No employee shall be hired into a classification while there is an employee laid off from that classification within the unit.

Section 12; Bus driving requirements of the Employer during the summer months shall be offered to regular drivers on a seniority basis. Should no senior driver desire such summer work, then substitute bus drivers may take the summer driving assignments.

Section 13: Supervisors and other non-bargaining unit employees shall not be allowed to perform bargaining unit work except in the case of emergency or a situation arising out of an unforeseen circumstance where there are not sufficient bargaining-unit employees available to



perform the required work. Supervisors may perform bargaining unit work in the instruction or training of bargaining unit employees. The Union agrees to exclude from the above provision the Director and Assistant Director of Transportation and Maintenance and the Head Cook, except that supervisors shall not be able to replace bargaining unit employees with specific negotiations.

## ARTICLE VIII LEAVES OF ABSENCE

Section 1: An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed one year provided he obtains advance written permission from the Employer and can be spared from work for that purpose. Applications for such leave must be in writing on the form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer. Any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged.

Section 2: An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay other than that accumulated as provided for herein, and without loss of seniority for the duration of such disability, provided he promptly notifies the Employer of the necessity therefore, and provided further, that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer at the time he calls in. The leave of absence shall be for a duration of one year. An additional year's leave of absence may be granted by the Employer upon written request and medical certification of need presented by the employee. The provisions of this section shall not apply to any present employees on leave of absence due to illness at the time this contract is ratified.

Section 3: Sick leave shall be defined as personal illness or injury which renders the employee incapable of performing their tasks. All employees who have completed the probational period, except secretaries and paraprofessionals/aides shall accumulate sick leave of one (1) working day with pay for each full calendar month of service. One (1) working day is equal to the total number of hours the employee is scheduled to work on the day that they miss due to illness. Secretaries shall receive twelve (12) days per year, and paraprofessionals/aides shall receive three (3) days, one of which may be used for personal business reasons. The three (3) days shall be non-accumulative. Sick leave benefits shall be accumulative to nine-five (95) for employees. Upon retirement all accumulative sick leave shall be paid to the Employee at a rate of \$15.00 per day. Kindergarten bus drivers shall receive one (1) extra day per year.

Section 4: Bereavement leave. In the event there is a death in the immediate family of an employee, consisting of employee's spouse, parent, grandparent or grandchild, child, brother or sister, an employee shall be granted a five (5) day leave of absence without loss of pay. One (1) working day is equal to the total number of hours the employee is scheduled to work on the day that they miss due to illness. An employee shall be granted a three (3) day leave of absence with pay in the event of the death of employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or foster parent provided the employee attends the funeral service.

Section 5: Each employee, except paraprofessionals/aides and secretaries shall be allowed up to two (2) days per year, non-accumulative, for personal business leave; secretaries



shall be allowed three (3) days, non accumulative. One (1) working day is equal to the total number of hours the employee is scheduled to work on the day that they miss due to illness. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control. Personal business means an activity that requires the employee's presence during the school day and is of such nature that it cannot be attended to at a time when school is not in session. Personal leave days may also be granted in 1/2 day increments.

(a) The request is to be presented to the employee's immediate supervisor at the business office using forms provided by the school, and such request shall be subject to the approval of the superintendent.

(b) A personal business day shall not be granted for the day preceding or the day following holidays or vacations, or the first and last day of the school year, except by the expressed approval in writing by the superintendent.

(c) The number of employees to be absent shall be up to the discretion of the administration.

(d) The school will answer all personal day requests within three (3) full work days.

#### Section 6:

(a) Maternity leave without pay is available to female employees. The length of the leave will not exceed one (1) year, renewable at the discretion of the board.

(b) The employee shall notify the superintendent's office in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the employee's replacement.

(c) Within thirty (30) days thereafter, the employee shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of leave, be accompanied by her physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of the leave, which shall be supplemented monthly up to the seventh (7th) month and bi-weekly thereafter. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a semester or school year, but in no event shall the beginning date of the leave of absence commence later than four (4) weeks prior to the expected date of birth without written approval of the school board physician.

1. In the event of a dispute concerning the beginning date of the maternity leave, the employee will be entitled to a private hearing before the board prior to the board setting the beginning date of the leave of absence. The board's decision shall be final and shall not be subject to the grievance procedure.

2. Once the beginning date has been approved by the board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.

(d) The employee shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment, and provided a written statement that care for the child will cause minimal interference with the job responsibilities. The employee may request a prospective termination date of the leave of absence at the time or request for the leave.



(e) Re-employment will commence upon the date set by the board which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re-employment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

(f) An employee may make written application to the superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

(g) Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

(h) Failure to apply for a maternity leave as hereinabove specified shall result in termination of employment when the employee can no longer perform duties.

(i) Maternity leave shall be granted without pay and without sick leave accumulation. Upon return from maternity leave, the employee shall be restored to her same position on the salary schedule as when she left and be entitled to other benefits accrued prior to said leave.

(j) In lieu of the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care: and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provision of this paragraph. The following provisions shall apply:

1. All pregnant employees shall notify the administration of pregnancy at least four (4) months prior to the expected date of birth. Said notification is to be accompanied by a settlement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the superintendent of schools.

2. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the Board of Education may, in its discretion, request.

3. The employee may be required to submit physical examinations by a physician selected by the school board.

4. To receive sick leave payments the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.

5. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her responsibilities.

Section 7: The Employer will grant employees time off for jury duty or if they are subpoenaed as a witness and will pay the employee the difference between his jury pay and the employee's regular straight-time hourly rate during the regular work week. The employee must present proof satisfactory to the Employer of his jury service and the amount paid him for such service.



Section 8: The reinstatement right of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision of the law granting such rights.

Section 9: Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

## ARTICLE IX WAGES AND HOURS

Section 1: The job classifications and applicable rates of the pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement, except as provided in Article XII.

Section 2: The normal work year for bus drivers and cooks shall be according to the school calendar established by the Board of Education, not to exceed 185 school days. Any cook or bus driver who is required by the Employer to work outside his established school year shall be compensated by the above rates. The normal work year for secretaries shall be established by the Board prior to the beginning of each school year.

Section 3: For the purpose of this Agreement, the week shall be the calendar week and the day shall be the calendar day.

Section 4: The required schooling for bus drivers shall be compensated at the employees regular rate of pay, plus a flat rate of twenty four (24) cents a mile mileage if the employee uses his own automobile for transportation. Mileage will not be paid when transportation is provided by the Employer.

Section 5: Day custodian, maintenance, and cook employees scheduled to work at least five (5) hours per day, shall receive a thirty (30) minute unpaid lunch period. Night custodians, maintenance and cook employees scheduled to work at least five (5) hours per night, shall receive a thirty (30) minute paid lunch period.

## ARTICLE X SAFETY AND HEALTH

Section 1: As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination and, following employment, may thereafter be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. The aforementioned examinations shall be at the expense of the Employer.

Section 2: Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. employees shall be required to fill out report forms made available by the Employer within forty eight (48) hours.

Section 3: The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish



such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and regulations and shall use such safety devices or equipment as is required thereby; any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary discharge.

## ARTICLE XI GENERAL

Section 1: The Employer shall have the right to make such additional reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary which shall be subject to the grievance procedure.

Section 2: It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his job responsibilities. Any license required must be kept valid and up to date to qualify for continued employment. The cost of the license shall be the responsibility of the employee. Drivers will pay for the first commercial Drivers License (CDL) he/she acquires as a bus driver for the Galien Schools. The school shall reimburse the cost of the CDL after the first license so long as the employee is a driver at the Galien Schools.

Section 3: If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 4: Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 5: The cleanliness, appearance and maintenance of buses shall be the responsibility of the driver whom it is assigned. In the case of multiple drivers, the primary responsibility shall lie with the first driver of the day, and secondary driver shall sweep the bus before returning it. The following schedule of activities shall be adhered to:

- (a) A ten (10) minute warm up shall be executed each morning.
- (b) The State check list shall be completed each morning and presented to the supervisor daily.
- (c) Gas and mileage records shall be maintained and submitted monthly on the Employer's form.
- (d) Interior floor shall be swept and rear windows cleaned daily, the entire interior shall be cleaned thoroughly monthly.
- (e) Buses shall be kept at home unless otherwise directed by the administration and transportation to and from the bus site shall be the sole responsibility of the driver.
- (f) Drivers shall be responsible for their own transportation home, when servicing, check-up or washing required.



Section 6: Scheduled days of student instruction which are not held because of inclement weather, fires, epidemics, or health conditions may be rescheduled for all employees with the exception of part-time paraprofessionals/aides. Bargaining unit members will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation. Days lost due to closing under this eventuality shall not be rescheduled unless otherwise required by law to qualify for state aid.

When an Employer directive forces the closing of school, bargaining unit members shall be excused from duty without loss of pay. Such days may be rescheduled according to the above procedure provided that the Union receives copies of the Board's request for a variance and the State's denial of same.

Section 7: Effective August 1, 1989, new custodial/maintenance employees may be required to drive school buses in the event of an emergency. This should be done on a voluntary basis and is not to interfere with his/her regular job and will be paid at the hourly rate of the classification they are working.

Section 8: Any time a school building is open for a school sponsored sports activity, there will be an employee scheduled to work, and all such overtime hours will, to the extent possible, be equalized among the custodial and maintenance/custodial employees.

Section 9: No volunteers shall perform bargaining unit work if any member of the bargaining unit is available and willing to perform the work, unless the bargaining unit has been consulted in advance and grants approval.

Section 10: Contract Review Committee - Each party may select up to three (3) representatives to serve on the committee. The committee shall meet if one of the parties requests such meeting and notifies the other in writing, three (3) days prior to the scheduled meeting time and submits a list of items to be discussed.

Section 11: Food Service employees shall not be required to transport food between buildings except in the case of emergency situations.

## ARTICLE XII DURATION

Section 1: This Agreement shall become effective retroactive to August 1, 1995, and shall remain in full force and effect until the 31st day of July, 1997, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties here to have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

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

James Shelton  
Barbara Ann  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GALIEN TOWNSHIP SCHOOLS

James S. Sank  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX "A"**  
**SALARY SCHEDULE**

Section 1: Wages - 1996-97

	Begin 61st Day	Begin 25th Month	Begin 49th Month	Begin 73rd Month	Begin 121st Month	Begin 181st Mo.
<u>Custodian</u>						
\$8.56	\$8.81	\$9.08	\$9.35	\$9.63	\$9.92	\$10.22
<u>Maintenance</u>						
\$8.66	\$8.92	\$9.19	\$9.46	\$9.75	\$10.04	\$10.34
<u>Cooks</u>						
\$7.31	\$7.53	\$7.75	\$7.99	\$8.23	\$8.47	\$8.73
<u>Aids</u>						
\$4.76	\$4.91	\$5.05	\$5.21	\$5.36	\$5.52	\$5.69
<u>Para-Professionals</u>						
\$6.42	\$6.61	\$6.81	\$7.02	\$7.23	\$7.44	\$7.67
<u>Secretary I (Building)</u>						
\$8.79	\$9.05	\$9.32	\$9.60	\$9.89	\$10.19	\$10.49
<u>Secretary II (Departmental)</u>						
\$7.01	\$7.22	\$7.44	\$7.66	\$7.89	\$8.13	\$8.37
<u>Bus Driver (Regular)</u>						
\$9.53	\$9.81	\$10.11	\$10.41	\$10.72	\$11.04	\$11.38
<u>Bus Driver (Kindergarten)</u>						
\$10.20	\$10.51	\$10.82	\$11.15	\$11.48	\$11.83	\$12.18
<u>Bus Driver (Special)</u>						
\$9.81	\$10.11	\$10.41	\$10.72	\$11.04	\$11.38	\$11.72
<u>Field Trip/Special Trip Bus Drivers</u>						
Driving Time		\$10.10				
Lay-over		Minimum wage				
Minimum		\$12.00 per trip				
<p>Canceled Trip - If a scheduled event is canceled through no fault of the District, and no attempt has been made to notify the driver within one (1) hour of the scheduled departure, the driver will be paid the minimum trip rate.</p> <p>Sub Drivers - Pay rate for sub drivers is equal to the beginning rate for regular drivers. (Seniority will be earned equal to 1/2 the amount of time of actual driving - 180 days equal 1 year.)</p>						
<u>Mechanic</u>						
\$10.05	\$10.35	\$10.66	\$10.98	\$11.31	\$11.65	\$11.99



Substitute Maintenance/Custodians Start \$7.13 60 days \$8.26  
No benefits for length of contract.

Substitute Custodians Start \$7.13 60 days \$8.19  
No benefits for length of contract.

Transportation Aide: \$1.00/hr additional if able to type 30 words per minute with four or less errors.

Bus Drivers and Cooks may, at their option, receive their pay in 26 bi-weekly payments.

### Section 2: Vacation

Maintenance/Custodians and Custodians shall receive, after completion of one year of continuous service, the following vacations, available on their anniversary date.

After one (1) year .....One (1) week  
After two (2) years ..... Two (2) weeks  
After five (5) years ..... Three (3) weeks  
After Twelve (12) years ..... Four (4) weeks

The school shall answer all vacation requests within three (3) full working days.

No Maintenance/Custodian or Custodian will be granted vacation time one week prior to the start of the school calendar for the length of the contract.

### Section 3: Holidays

Maintenance/Custodians and Custodians shall receive paid holidays as follows:

New Year's Day	Day After Thanksgiving
Good Friday *	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day
Labor Day*	Employee Birthday or Alternate Day
Thanksgiving Day	

\*Maintenance/Custodians and Custodians - Good Friday and Friday before Labor Day are paid holidays when school is not in session. If school is in session those days are not paid holidays and are forfeited.

Bus Drivers and Cooks shall receive paid holidays as follows:

Thanksgiving Day  
Christmas Day  
Employee Birthday or Alternate Day

Secretaries shall receive paid holidays as follows:

Labor Day	Good Friday (If school is not in session)
Thanksgiving Day	Memorial Day
Day after Thanksgiving	



**Section 4: Meal Allowance**

Bus Drivers on special runs shall be allowed an amount not to exceed the following:

Breakfast	\$4.00
Lunch	\$5.00
Dinner	\$8.00

Provided, however, the driver will be required to submit a receipt for actual meals purchased while on special trips, except when the special trip is of such a nature that it would be impossible for a driver to purchase a meal, or when the driver has been instructed to carry their meal or meals.

**Section 5:** When a regular driver takes a special trip and must forego taking his/her regular run, which results in a sub driver taking the regular run, the employer will only subtract the amount paid to the sub driver from the regular driver's pay.

**Section 6:** Custodians who are scheduled to work on Saturday and Sunday, shall not be required to report before 8:00 a.m. Payments for overtime work shall be in accord with federal overtime provisions.

**Section 7:** When possible, Custodians shall be informed in advance of any scheduled activity in school facilities for which they normally have responsibility.

**Section 8:** The Employer and Bus Drivers will share equally (50%) in the purchase of a driving jacket, on a one time basis.

**Section 9:** The Employer shall provide to all employees who work year around and who are full time and have completed the probationary period, a group hospitalization and medical plan, and shall pay for single subscriber coverage for those employees who are not eligible for paid insurance through another source. In addition, the following school year classifications shall be provided the same coverage.

- A. Secretaries
- B. In-school Suspension Director

Such insurance shall be subject to the underwriting rules of the insurance carrier.

**Section 10:** The Employer shall apply discipline for just cause in a progressive manner, as follows:

1st offense	Verbal warning
2nd offense	Written warning
3rd offense	Five (5) day unpaid suspension
4th offense	Termination

**Section 11:** The Employer shall provide all employees written guidelines pertaining to student discipline.

**Section 12:** Kitchen substitutes shall be called in to work at 7:30 a.m.



Section 4: Special Allowance

The Driver on special duty shall be allowed an amount not to exceed the following:

Breakfast	\$4.00
Lunch	\$2.50
Dinner	\$3.00

Payment however of the driver will be required to submit a receipt for actual meals furnished while on special duty except when the special duty is of such a nature that it would be impossible for a driver to purchase a meal, or when the driver has been instructed to carry their meals with them.

Section 2: When a regular driver makes a special trip and must lose an evening's regular run which results in a car driver taking the regular run the special run will only count if the amount paid to the special driver from the regular driver is \$5.00.

Section 3: Excursions when not scheduled to work on 24 hours and 30 miles shall not be required to report before 8:00 am. Payment for overtime work shall be in accord with General Order provisions.

Section 4: The Driver on special duty shall be informed in advance of any scheduled activity in actual condition for which they are responsible.

Section 5: The Employer and the Driver will share equally (50%) in the purchase of a driving jacket on a one time basis.

Section 6: The Employer shall provide all employees who work out around and who are full time and have completed the probationary period a group health insurance plan and shall pay for single subscriber coverage for those employees who are not eligible for paid insurance through another source. In addition, the following list of year classification shall be provided to the same employee.

- 1. Second class
- 2. First class

Such insurance shall be subject to the underwriting rules of the insurance carrier.

Section 7: The Employer shall apply discipline for that cause in a progressive manner, as follows:

- 1st offense: Verbal warning
- 2nd offense: Written warning
- 3rd offense: Five (5) day unpaid suspension
- 4th offense: Termination

Section 8: The Employer shall provide all employees written guidelines pertaining to student discipline.

Section 9: Kinship employees shall be called in to work on 7:00 am.