

AGREEMENT

between the

RIVER VALLEY SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL NO. 517M

2010-2013

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2010, by and between the RIVER VALLEY SCHOOL DISTRICT, Three Oaks, Michigan, hereinafter referred to as the "Employer," and SERVICE EMPLOYEES INTERNATIONAL, LOCAL NO. 517M, hereinafter referred to as the "Union,"

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 are 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 employees, 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 agency for all custodians, maintenance employees, head custodians and bus drivers, excluding supervisors and all other school district employees.

Section 2 - The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

Section 3 - The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time or premises.

(a) The Union shall have the right to elect or designate three (3) employees who shall serve as stewards for this bargaining unit. Such stewards shall be permitted to confer with bargaining unit employees with respect to official Union business on the Employer's premises but not on the Employer's time.

- (b) The Union shall notify the Employer promptly upon designation of Stewards.
- (c) The use of school facilities by the Union may be permitted with Employer approval provided that:
 - (1) The Union agrees to pay for any additional expenses the Employer may incur.

Section 4 - (a) Present employees who are members of the Union as of July 1, 1975, and all new employees for whom the Union has been designated as the exclusive bargaining agent, shall after the completion of the sixty (60) days probationary period, as a condition of continued employment, become members of the Union or pay a service fee to the Union. Present employees who are not members of the Union as of July 1, 1975, shall not be required to join the Union or to pay service fees. Substitute employees who do not have a regular assignment shall not be obligated to become Union members or pay service fees. The employee may authorize payroll deduction for such fee in the same manner as provided for deduction of Union dues.

In the event an employee shall not pay such representation service fee directly to the Union or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Union and pursuant to MCLA 408.477; MSA 17.277(7), deduct the fee from the employee's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in the same manner as provided for deduction of Union dues.

The Union in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the fee or fails to authorize deduction for same, the Union may request the Board to make the deduction. A request for a mandatory fee deduction by the Union will be accompanied by an affidavit signed by the President of Local 586, SEIU stating that the amount of the fee deduction includes only those amounts allowed by law. The Board, upon receipt of the request for mandatory fee deduction from the Union, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same.

An employee contesting the appropriate amount of the fee to be deducted, must exhaust the internal administrative procedures of the Union. When an employee objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as may be required by law until a determination of the appropriate amount of the deduction has been determined.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this provision shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

The Union will certify at least annually to the Board and at least fifteen (15) days prior to the date of the first payroll deduction for the representation service fees, the amount of said fees to be deducted and certify that said fees include only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Union's service fee collection and objection procedures. The Union agrees, upon request from the Board, to provide to the Board for its review a copy of the Union's current policy and procedures regarding employee objections to Union fees and/or expenditures.

The Union agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Section. The Union pledges and agrees that it will not contest in any way the enforceability of this provision or seek to be excused from the commitment herein and that it will intervene in and defend against any legal action from any party seeking to have this provision voided to any extent, when requested by the Board.

- (b) The Union agrees to indemnify and save the Board, and including each individual School Board Member, all Administrators and Supervisors harmless against any and all claims, demands, cost, suits, or other forms or liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with Article II.

- (c) For the purpose of this Agreement, the term Union dues shall mean regular monthly dues excluding fines, assessments, special funds, or any initiation fees that are added to the regular dues.
- (d) The Board of Education agrees to deduct from custodian, maintenance employees and bus drivers dues for Local 517M, all regular monthly dues as said employees individually authorize the Board to deduct and transmit the monies promptly to the appropriate organization. Employee authorization shall be in writing, annually, in a form as set forth by the Board of Education.
 - (1) Deduction referred to in Section 4 will be made as follows: For those employees who execute payroll deduction authorizations, the Employer agrees to deduct from their first paycheck each month the regular monthly dues in an amount certified to the Employer by the secretary-treasurer of the local union. The Board of Education will not be required to honor for any deduction any authorization of dues made after the 30th day of the fiscal year or after the 30th day of employment.
 - (2) The Employer shall make a payroll deduction for union dues if the dues amount is verified in writing by the Union. Further, the Board shall be free from any and all liabilities by reason thereof to those employees whose dues are deducted.
- (e) The Union further agrees that the Board of Education shall not be involved in any manner in the enforcement of or the collection of dues under this provision, the Union shall not use wage assignment or garnishments as method of collecting dues or fees.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1 - A grievance shall be defined as a violation of the specific terms of this Agreement.

Section 2 - Any grievance or complaint shall be presented to the supervisor for settlement. Any employee or group of employees who have any grievance may be accompanied by their steward, if so desired, and must submit it to the supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall investigate and report his/her disposition of the complaint within three (3) regularly scheduled working days after it has been made to him/her. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply:

- Section 3 - **FIRST STEP.** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to his/her supervisor within seven (7) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within (3) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his/her steward shall so indicate it in writing, giving one (1) copy of the settled grievance to the supervisor.
- Section 4 - **SECOND STEP.** If the grievance is not settled in the First Step and the employee desires to appeal it to the Second Step, such employee and/or the Union steward must present the grievance to the a person designated by the Superintendent within three (3) regularly scheduled working days after the supervisor gave the employee the written First Step answer. The person designated by the Superintendent shall give the employee and/or the union steward a written and signed second step answer within three (3) regularly scheduled working days after he/she receives the grievance at this step. If the answer is satisfactory, the steward or employee shall so indicate it in writing, giving one (1) copy of the settled grievance to the person designated by the Superintendent.
- Section 5 - **THIRD STEP.** If the grievance has not been settled at the Second Step and if it is to be appealed to the Third Step, a written notice of such appeal must be served upon the Superintendent within two (2) regularly scheduled working days after receipt by the steward and/or the employee of the Second Step answer. The Union's representative and the Superintendent and/or representative by them designated shall meet to consider the grievance within ten (10) regularly scheduled working days after the Superintendent receives notice of appeal to this step. The Superintendent or his/her designated representative shall give the Union's representative a written answer to the grievance in triplicate within five (5) regularly scheduled working days after the date of such meeting.
- Section 6 - **FOURTH STEP.** If, at this point, a grievance has not been satisfactorily settled, the Union shall have the right to submit such grievance to the Board of Education, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Employer's Third Step answer. If the grievance has not been submitted to the Board of Education within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The Board of Education shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the Board of Education in their judgment to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure. All presentations of grievances under this step shall be made

to the Board of Education in an open session, except for cases involving discipline during which the affected employee may request an executive session, at which the employee may have his/her representative present, along with the appropriate administrators or supervisors.

- (a) The decision of the Board of Education shall be final and binding upon the parties hereto but, if necessary and requested by the parties hereto, the Board of Education will take appropriate action on the grievance at an official meeting of the Board.

Section 7 - 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 Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by written agreement between the Employer and the Union.

Section 8 - Whenever the words are used in this Article, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 9 - The Union shall promptly 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 two (2) individuals who have not less than six (6) month's seniority with the Employer.

ARTICLE IV

DISCHARGE CASES

Section 1 - In the event an employee who has satisfactorily completed his probationary period and under the jurisdiction of the Union shall be discharged from his/her employment from and after the date hereof, and he/she believes he/she has been unjustly discharged, such constitute a case arising under the grievance procedure, provided written grievance with respect thereto is presented to the Superintendent within four (4) regularly scheduled working days (Monday through Friday) after such discharge. Such grievance shall be processed starting at the Second Step of the grievance procedure.

Section 2 - In the event it should be decided under the grievance procedure that the employee was unjustly discharged, 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 V

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 lock out the employees.
- Section 2 - Any employee, group of employees or Union steward who instigates, aides 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 constitutes such proscribed activities shall be subject to the grievance procedure.

ARTICLE VI

SENIORITY

- Section 1 - Seniority shall be defined as an employee's length of continuous service with the Employer since his/her 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/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work, except as hereinafter provided.
- Section 2 - All new employees shall be probationary employees until they have worked sixty (60) work days for the Employer. 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/her 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/her relative length of service.
 - (b) Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire unless, during such probationary period, the employee has been absent from work, in which case such employee's name shall be entered on the seniority list as of sixty

(60) working days prior to the completion of the probationary period.

Section 3 - An up-to-date seniority list shall be prepared and available in the school administration office, and shall be available to the Union on receipt of three (3) days notice. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the steward and president of the Union a copy of the seniority list.

- (a) Any objection to the seniority date as shown on any seniority 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 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 name. If two or more employees have the same last name, the same procedure shall be followed with respect to their first name.

Section 4 - An employee's seniority shall terminate:

- (a) If he/she quits or is discharged for just cause.
- (b) If, when notified by certified mail, return receipt requested, deliver to addressee only, or by personal service prior to the start of the school year the employee fails or refuses to advise the Employer in writing of his/her 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/she fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, deliver to addressee only, or by personal service of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice.
- (d) If he/she 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/she fails to return to work immediately upon the expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him/her from performing his/her responsibilities and duties for the Employer.

- (f) When he/she has been laid off for lack of work for a continuous period of time in excess of twenty-four (24) consecutive months.

Section 5 - 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, provided that the employee remains fully certified and qualified for the position.

Section 6 - It is understood and agreed that the seniority provisions of this Agreement shall apply separately to those employees with the classification of bus drivers, separately for those employees with the classification of custodians and maintenance employees and further, that part-time employees shall not be permitted to exercise their seniority to displace full-time employees and that bus drivers shall not be permitted to exercise their seniority to displace the custodians, likewise the custodians shall not be permitted to exercise their seniority to displace the bus drivers.

Section 7 - The Employer shall have the right to transfer 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 and to take care of any conditions that may arise. When any employee is transferred to a higher paying job, the higher rate of pay shall be given. If the transfer exceeds a period of ninety (90) working days, the supervisor will meet with the effected employees in order to resolve any problems or conflicts.

Section 8 - When a vacancy occurs on an existing route or a new route is established, the Supervisor shall post the vacancy no later than 5 business days from the date the existing route becomes vacant, and in the case of a new route, no later than five business days from the date the District determines the new route will be established. In no case will a new route be posted later than the first day that the route is driven. Such vacancy or new route shall be posted for a minimum of 3 business days and a maximum of 5 business days, during which time drivers may exercise their seniority in bidding for such vacancy or new route. The

vacancy or new route shall be assigned within 3 business days after the expiration of the posting to the bidding employee with the most seniority who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work without training. It is expressly understood that the Employer reserves the right to disqualify a bidding employee or switch assignments of drivers at any time when, in the Employer's judgment, the safety and/or welfare of the school children or the economic operation of the school district requires such action. If the employee believes that such disqualification or switching of assignments was for capricious or unfounded reasons, the grievance procedure may be invoked.

- (a) It is also understood and agreed that the Employer shall have the right to temporarily transfer drivers from one route to another when, because of absenteeism or any other reason which is not capricious or unfounded, it is necessary to readjust assignments to properly provide transportation for the schoolchildren. It is understood and agreed that, if an employee is temporarily transferred for the convenience of the Employer under the provisions of this subsection to a route that involves less hours work than the route from which he was transferred, such employee shall suffer no reduction in pay by reason of such temporary transfer.
- (b) Further, it is expressly understood and agreed that, in case of an emergency or whenever for a temporary period of time there is an insufficient number of qualified drivers readily available to properly handle all driving assignments, the Employer may cover such assignments with non-bargaining unit employees, supervisors or any other means available.
- (c) When it is determined that a regular bus driver will be absent from his/her scheduled bus runs for three (3) or more consecutive days, the opportunity to transfer and drive the absent bus driver's runs for the duration of the absence shall be offered to the most senior regular bus driver with less hours, who is willing to drive them, where the transfer will increase the bus driver's scheduled work hours by one (1) hour or more. The scheduled bus runs of the regular bus driver who transfers to the absent bus driver's run shall be offered for transfer in the same manner to bus drivers with less scheduled hours, where the transfer will increase the bus driver's scheduled hours by one (1) or more.

Section 9 - Bus driving assignments during the summer recess which involve a regularly scheduled daily pickup and take home for an extended program or activity, shall be given to the drivers with the greatest amount of seniority who are qualified and have the then present ability and physical fitness to satisfactorily perform the assignments without training.

Section 10 - The opportunities for bus drivers to take special runs (field trips, sport events, etc.) shall be posted three (3) days in advance when possible. The opportunity for bus drivers to take special runs shall be offered on a rotational basis starting with the most senior driver who is qualified.

Section 11 - When a new job is created or permanent vacancy occurs in an existing job within the custodial and maintenance classification and if it is necessary to fill the same, a notice of the job opening shall be posted on the bulletin board in the high school custodial room, and a copy shall be transmitted to each head custodian, and said postings shall continue for a period of three (3) regularly scheduled working days (Monday through Friday). All employees in the same job classification shall not be permitted to bid for such opening within a period of one (1) year after receiving the classification.

(a) From among those employees who sign such a posting, the job will be awarded to the employee who is most qualified to perform the job. If two or more employees are equally qualified, the position will go to the most senior employee in that classification. If none of the bidding employees is qualified for the opening, it may be filled by hiring. Any employee not receiving the job through this procedure shall be notified of the reason in writing.

Section 12 - 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 maintain his/her seniority accrued to that date, but shall not accrue additional seniority in the bargaining unit until he/she returns. If, subsequently, such employee elects to return to a job in the bargaining unit or is removed by the Employer from such supervisory or other job for reasons other than those which would justify discharge under the provisions of this Agreement, such employee shall be permitted to return to the bargaining unit and will commence to accrue additional seniority from the date of his/her return.

Section 13 - When a new job is created, the Employer will establish a new classification and rate. 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 Step Two on the date such notification is received by the Employer.

ARTICLE VII

EMPLOYEE EVALUATION

Section 1 - Each employee is entitled to know his/her immediate supervisor's opinion of his/her employment performance. Therefore, it shall be required that at least one written evaluation be prepared annually for each employee. Such evaluation will be based on the sum total of the supervisor's

observations and will include areas of strength and weakness; provide suggestions for improvement.

It is understood that the primary purpose of the employee evaluation is to recognize, document and improve employee performance. Any disciplinary action for an employee will follow the requirements of the existing contract.

Written evaluations will be given to all probationary employees at the end of their probationary period.

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 ten (10) regularly scheduled working days in any calendar year, provided he/she obtains advance written permission from the Employer and can be spared from work for that purpose. Exceptions for longer leaves may be granted by the Superintendent. 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 or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purpose therefore shall be discharged.
- Section 2 - An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Laws, is physically unable to report for work shall be given a leave of absence, after using his accumulated sick leave, without pay and without loss of seniority for the duration of such disability not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- Section 3 - The reinstatement rights 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 provisions of the law granting such rights.
- Section 4 - Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

- Section 5 - Jury duty pay. The Employer agrees to pay the difference between the employee's normal wages and the amount received by the employee for serving on jury duty. During times when the employee is not serving he/she is expected to be at work during scheduled hours.
- Section 6 - To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.

ARTICLE IX

WAGES AND HOURS

- Section 1 - The job classification and applicable rates of pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.
- Section 2 - The normal work year for bus drivers shall be according to the school calendar established by the Board of Education.
- Section 3 - The normal work day for custodial and maintenance employees shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive, except that the work day/work week may be modified by mutual agreement between the employee and the supervisor. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.
- Section 4 - For the purpose of this Agreement, the week shall be the calendar week and the day shall be the calendar day.
- Section 5 - Employees in the custodial and maintenance classification will be allowed a one-half (1/2) hour lunch period without pay at or near the midpoint of their scheduled shift as designated by the Employer. Employees in the custodial and maintenance classifications shall be allowed a 15 minute coffee break for each four (4) hours work period.
- Section 6 - (a) Time and one-half (1-1/2) shall be paid for all authorized hours worked in excess of eight (8) per day and forty (40) per week. Double time shall be paid for all authorized hours worked on Sunday or any of the holidays in Agreement. This overtime provision applies only to custodians, head custodians and maintenance personnel. There shall be no pyramiding of overtime benefits.

Overtime for custodial employees shall be assigned on a rotational basis among the custodial employees assigned to the building in which the overtime is to be worked. When none of the custodial employees of the building in which the overtime is to be worked are available and willing to work, the overtime shall then be assigned on a rotational basis among the remainder of the custodial employees of the district. Each building shall separately maintain and administer its overtime rotation lists for overtime worked in that building. There shall be a list for rotating assignments among the custodial employees assigned to the building and a list for rotating assignments among the remainder of the custodial employees in the district. When none of the custodial employees in the district

are available and willing to work the overtime, the work may be assigned to substitutes.

- (b) Bus Drivers: Time and one-half (1-1/2) shall be paid for all authorized hours worked in excess of forty (40) per week. Time and one-half (1-1/2) shall be paid for all authorized hours worked on Sundays and holidays, regardless of the amount of time worked per week.

Section 7 - The Employer maintains the right to install time clocks at any or all work stations and/or buildings. The Employer, in his/her sole discretion, also retains the right to require any and/or all employees to sign in when starting and/or ending a shift, starting and/or ending lunch periods and overtime.

ARTICLE X

VACATIONS

Section 1 - Permanent, full-time employees within the custodial classification who have completed one (1) or more years of continuous employment with the employer since their last hiring date and shall have worked not less than sixteen hundred (1,600) hours during that year or any succeeding year (anniversary date to anniversary date) shall receive vacations with pay in accordance with the following schedule:

- (a) Employees who, as of the anniversary date of their employment, have completed one year of continuous employment since their last hiring date shall be entitled to one (1) week vacation with one (1) week of vacation pay. Employees who resign or are discharged prior to their first anniversary date shall not have accumulated any vacation time.
- (b) Employees who, as of the anniversary date of their employment, have completed two (2) but less than six (6) years of continuous employment since their last hiring date shall be entitled to two (2) weeks of vacation pay.
- (c) Employees who, as of the anniversary date of their employment, have completed six (6) or more years of continuous employment since their last hiring date, shall be entitled to three (3) weeks of vacation pay.
- (d) Employees who, as of their anniversary date of employment, have completed fifteen (15) or more years of continuous employment since their hiring date, shall be entitled to seventeen (17) days of vacation.

- (e) Employees who, as of the anniversary date of their employment, have completed eighteen (18) years or more of continuous employment since their last hiring date, shall be entitled to four (4) weeks of vacation pay.

Section 2 - Two (2) weeks of vacation pay as provided for above shall equal eighty (80) hours of pay at the employee's regular straight-time rate immediately preceding the anniversary date upon which the employee qualified for the vacation. Three (3) weeks of vacation pay shall equal one hundred and twenty (120) hours of pay at the employee's regular straight-time rate immediately preceding the anniversary date upon which the employee qualified for the vacation.

Section 3 - Vacation pay will not be paid in advance but will be paid on the employee's regular payday as if the employee had worked during such period.

Section 4 - Paid vacations shall not be cumulative from year to year but must be taken between the anniversary date upon which they are earned and the next anniversary date.

- (a) The Employer shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.
- (b) Employees shall be required to submit to the Employer a written request indicating their proposed time off for vacation purposes at least fourteen (14) calendar days prior to the start of such anticipated vacation. In the event of an emergency, shorter notice may be allowed at the discretion of the supervisor. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, consideration will be given to date of application and/or to the employee with the greatest seniority.
- (c) Custodians and maintenance personnel who are denied the opportunity to take their vacation when scheduled by the Employer, and if said vacation cannot be rescheduled, the employees should be paid their vacation pay in addition to their regular pay for work during the scheduled vacation period in lieu of their scheduled vacation. Employees may request payment in lieu of vacation subject to the Employer's approval.

ARTICLE XI

PAID SICK LEAVE

Section 1 - For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

- (a) Effective for the 2010-2011 school year, all employees regularly employed by the district who are absent from duty because of personal illness shall be allowed sick leave for a total of ten (10) days per year, except full time - full year employees who shall be allowed twelve (12) days per year. Sick leave may accumulate to a total of one hundred thirty (130) days.

Beginning on July 1, 2011, all employees regularly employed by the district who are absent from duty because of personal illness shall be allowed sick leave of one day per month worked, for a total of ten (10) days per year, except full time - full year employees who shall be allowed up to twelve (12) days per year. Sick leave may accumulate to a total of one hundred thirty (130) days.

- (1) If such absence exceeds three (3) consecutive working days or five (5) days in a calendar year or is on the employee's last scheduled working day after the employee's regular vacation or any of the holidays specified in this Agreement, the employee must present to the Employer a certificate from a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying that the employee's physical condition is such that he or she is able to return to work if the Employer so requests. Any absence must be reported by the employee to his/her immediate supervisor at least two (2) hours prior to the shift from which the employee will be absent. Less notification may be specified by an employee's immediate supervisor.
- (b) All requests for sick leave allowance must be submitted in writing (in triplicate) and approved by the supervisor. Proof of illness, signed by a physician, may be required provided it is requested prior to the employee's return.
- (c) Upon the recommendation of the employee's supervisor, the Board may, at the Board's expense require an employee to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
- (d) Up to ten (10) days a year of the accumulated sick leave allowance may be used for serious illness or death in the immediate family. The immediate family shall include grandparents, father, mother, father-in-law, mother-in-law, brothers, sisters, spouse and children. Up to three (3) days a year of accumulated sick leave allowance may be used for death of other relatives and close friends with the supervisor's approval in advance. One (1) day, for each occurrence, of the accumulated sick leave allowance may be used to make arrangements for the care of spouse or child in case of general illness.

- (e) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved.
- (f) A written statement from the Office of the Superintendent of Schools, stating the sum total of the accumulated days of sick leave accrued by a full-time employee shall be given to an employee after July 1st and before September 30th of each school year, upon request of the employee.

ARTICLE XII

INSURANCE

Section 1 - During the lifetime of the contract, the Board shall provide monthly payment towards health care insurance all for full-time custodian, head custodians and maintenance personnel covered by this Agreement. Beginning with the July 2010 premium, the employee will pay 7.5% of the insurance premium. The Board shall select the Carrier. To be eligible for benefits the employee or his/her dependent must be listed on the insurance company billing during the first month of his/her employment or during the annual enrollment period.

Section 2 - During each school year (September - June) each bus driver who is regularly scheduled to work at least fifteen (15) hours per week shall be eligible for the following monthly contributions made by the Board toward his/her health insurance premiums. The amount paid by the Board will be increased annually by the same percentage as the premiums increase. The Board shall select the Carrier. To be eligible for benefits the employee or his/her dependent must be listed on the insurance company billing during the first month of his/her employment or during the annual enrollment period.

Section 3 - RATES FOR SECTION 2 ABOVE:

2010-11

| | |
|-------------|-------|
| Full Family | \$624 |
| Two Party | \$612 |
| Single | \$593 |

Section 4 - It is understood that the level of coverage in the plan selected by the Board in sections 1 and 2 above shall be substantially comparable to the MESSA Choices II plan with a \$100/\$200 deductible and a \$10/\$20 rx card.

Section 5 - The provision of the above insurance shall be subject to the rules and regulations of the underwriter(s).

- Section 6 - All full-time employees in the custodial and maintenance classifications shall have a full family Dental Insurance Plan provided through MASB SET Ultradent with 50% Basic Benefits, a lifetime deductible of \$50.00, an annual maximum of \$1000.00 and a 10% incentive program, or a comparable plan as determined by the Board. Full premiums to be paid by the district.
- Section 7 - Employees who do not elect insurance coverage shall be paid \$65.00 per month worked, which they may elect to apply toward one or more of the following options: Tax-sheltered annuity, short-term and long-term disability insurance and life insurance.

ARTICLE XIII

SAFETY AND HEALTH

- Section 1 - As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination. Following employment, employees 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.
- 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 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 action, including discharge.

ARTICLE XIV

GENERAL

- Section 1 - Appended hereto and made a part hereof as Appendix B are the provisions with respect to causes for disciplinary action and discharge. 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.

Section 2 - It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his/her job responsibilities. Any license required must be kept valid and up to date to qualify for continued employment. The cost of the license, less the charge for a regular driver's license, shall be reimbursed upon presentation of a paid receipt by the driver.

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 provision.

Section 4 - Employees shall be required to keep the Employer informed at all times as to their current addresses and telephone numbers. It is understood that any communication addressed to any 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 - Each employee shall be allowed to use two (2) days of their accumulated sick leave each year as a personal day. It is expressly understood that personal days shall not include recreational pursuits, job hunting, self-employment or other remunerable activities.

Employees shall request the use of a personal day as far in advance as possible, but not less than 24 hours in advance of the absence, except in case of emergency. Personal days shall be subject to the approval of the employee's immediate supervisor. Requests shall be answered within three (3) days. (Personal leaves shall be allocated in either half-day or full-day blocks.)

In an emergency situation, an employee may be encouraged to return to work on a pre-approved personal day and reschedule their personal day.

Section 6 - Free admission shall be granted to all employees for all home games.

ARTICLE XV

TERMINATION

Section 1 - This Agreement shall become effective as of the 1st day of July, 2010, and shall remain in full force and effect until the 30th day of June, 2013, and from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Section 2 - This Agreement is subject to the renegotiation of Appendix A for each of the 2011-12 and 2012-13 school years, provided that written notice to reopen is given to the other party at least 60 days before June 30, 2011 or June 30 2012, respectively. Article XII – Insurance may be reopened for negotiation if any of the following events occur:

1. One of the major employee insurance groups changes their coverage; or
 2. There is a premium increase of more than 15%; or
 3. A regional or statewide plan becomes available to the District;
- or
4. Additional employees to be covered or additional coverages are mandated by the State or Federal government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1st day of July, 2010.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 517M**

**RIVER VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION**

Jim Kehoe

J. C. German

Rebecca L. Shriber

Victoria A. Pfauth

Charlie L. Pfauth Jr.

Robert A. Schroeder

APPENDIX A

Section 1 - The following salary schedule shall be in effect for the custodial employees based on forty (40) hours per week, fifty-two (52) weeks per year.

| <u>Step</u> | <u>2010-11</u> |
|-------------|----------------|
| 0 | \$12.55 |
| 1 | \$13.43 |
| 2 | \$13.54 |
| 3 | \$13.71 |
| 4 | \$13.82 |
| 5 | \$13.94 |

Head custodians will receive additional compensation of \$0.28 per hour.

Section 2 - Building checks will be scheduled within the building and the employee will be paid for actual hours worked.

Section 3 - The following rates shall be in effect for the bus drivers:

| <u>Step</u> | <u>2010-11</u> |
|-------------|----------------|
| 0 | \$12.63 |
| 1 | \$13.52 |
| 2 | \$13.81 |
| 3 | \$14.04 |
| 4 | \$14.32 |
| 5 | \$14.59 |

Section 4 - The following rates shall be in effect for the maintenance personnel.

| <u>Step</u> | <u>2010-11</u> |
|-------------|----------------|
| 0 | \$13.16 |
| 1 | \$14.10 |
| 2 | \$14.33 |
| 3 | \$14.60 |
| 4 | \$14.87 |
| 5 | \$15.11 |

The head maintenance person will receive additional compensation of \$0.28 per hour.

Section 5 - Three (3) snow days are allowed for Bus Drivers.

The pay per run shall be for a minimum of one hour. In addition, fifteen (15) minutes per A.M. and fifteen (15) minutes per P.M. shift shall be granted to bus drivers for the purpose of preparation, checking of fluid levels, fueling and bus clean-up. Bus drivers who have midday runs shall be granted an additional ten (10) minutes for the purpose of preparation and bus cleanup. Up to one (1) hour maximum will be paid to a driver for washing his/her bus.

Section 6 - The compensation for authorized extra trips shall be shown below per hour, minimum of three (3) hours paid per trip, with thirty (30) minutes allowed for the purpose of bus preparation, checking fluid levels, and a bus clean-up. Drivers may be required to drop off students at the destination and return at a later time on the same day in order to pick-up the students from the event. In this occurrence, the scheduled trip time at the trip pay rate, less the route time at the route pay rate will be paid.

Trips within the district which are made for the purpose of transporting district students to special events shall be compensated at a minimum of one and one-half (1 1/2) hours paid per trip.

A driver(s) whose assigned trip(s) is/are cancelled and not rescheduled, shall be given the opportunity for the next available trip. If the driver chooses not to accept the next available trip, they shall have the opportunity to choose a replacement trip during the next trip bid session, after each driver has had the opportunity to bid on one trip, and before the most senior driver has bid on a second trip. If more than one trip is cancelled on the same day and not rescheduled, the first available trip shall be offered to the driver who bid first on their trip. If the drivers wait until the next trip bid session, the opportunity to bid first following the first round of trip bids shall again be given to the driver who bid first.

Extra trip pay as follows:

2010-11

\$12.23

Section 7 - The maximum meal reimbursement for trips, excluding regular routes, shall be as follows:

| | <u>Meals before 4:00 p.m.</u> | <u>Meals after 4:00 p.m.</u> |
|---------|-------------------------------|------------------------------|
| 2010-11 | \$5.50 | \$6.50 |

To be eligible for a meal reimbursement, actual total trip time must be at least three (3) hours in length. For trips of 3 hours, but less than 6 hours, up to one meal shall be reimbursed. For trips of 6 hours, but less than 9 hours, up to two meals shall be reimbursed. For trips of 9 hours or more, up to three meals shall be reimbursed.

Reimbursement requests should be accompanied by a dated receipt, subject to the approval of the Transportation Supervisor.

- Section 8 - Drivers may be required to attend inservice training at the request of the Employer. Drivers will be paid their normal hourly wage for any such training.
- Section 9 - Effective July 1, 1990, all employees who are certified as having met the current qualification standards of the Asbestos Hazardous Response Act will be paid an additional \$1.00 per hour for the actual time they spend removing or handling asbestos.
- Section 10 - Bus drivers will be paid one and one-half (1½) hours at the beginning of each school year for each route, excluding vocational education, for the completion of the required paperwork. Bus drivers will be paid one-half (½) hour at the beginning of each school year for each vocational education route for the completion of the required paperwork. New routes during the year will also be compensated at one and one-half (1½) hours. If route cards have to be redone during the year, the driver will be paid for time spent in 15 minute increments.
- Section 11 - Bus Driver Trips: If a driver has signed up to drive a trip on a particular day and another trip comes in for that day and that driver is next in the assignment rotation, he/she may switch trips.
- Section 12 - In the event that the District eliminates one or more of the Kindy routes, the drivers shall be removed from the Kindy route in the order of kindy route seniority (i.e., the driver who has held their kindy route the shortest amount of time will be the first removed. The Transportation Supervisor will establish a kindy seniority list. Kindy seniority shall be defined as an employee's length of continuous service driving a kindy route.

APPENDIX B

Section 1 - For violation of any of the following rules, an employee may be subject to immediate discharge:

- (a) Neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to employee's safety or health.
- (b) Insubordination.
- (c) Immoral or indecent conduct.
- (d) Deliberate falsification of personnel records or other Employer records.
- (e) Physical or verbal abuse of or threatening or coercive treatment to school children, visitors or another employee.
- (f) Theft or destruction of Employer's or another employee's property or removal of school property from Employer's premises without authorization of the Employer.
- (g) Sleeping on the job.
- (h) Possession, use, sale or distribution of alcohol or drugs on the Employer's time, premises or equipment or reporting for work and/or working having any alcohol or drugs present within the employee's body, other than those prescription drugs which have been legally prescribed by a medical professional for use by the employee.
- (i) Possession of firearms, explosives or other weapons on Employer's premises.
- (j) Conviction of a felony while an employee of the Employer.
- (k) Conviction of drunk driving or reckless driving while driving any Employer vehicle.
- (l) Conviction of any moving traffic violation while driving a school bus or other Employer vehicle.
- (m) Deliberate or careless conduct endangering the safety of himself/herself or others on school property, equipment or premises, including the harassing of other employees or the provoking or instigating of a fight during working hours or on Employer's equipment or premises.
- (n) Incompetency or inefficiency.

- (o) Excessive absenteeism.
- (p) Absence from work without an excuse acceptable to the Employer.
- (q) Violation of a safety rule or safety practice.
- (r) Any other offense of equal magnitude to the above.

Section 2 - For the commission of any of the following offenses, an employee shall receive:

First Offense - An oral reprimand

Second Offense - Written reprimand

Third Offense - Written reprimand with possible suspension of up to three (3) days.

Fourth Offense - Dismissal

- (a) Late to work without an excuse acceptable to the Employer.
- (b) Carelessness.
- (c) Horseplay.
- (d) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during working hours without permission of Employer.
- (e) Smoking in unauthorized areas.
- (f) Absence from work without advising the Employer at least two (2) hours prior to the beginning shift of a reason therefore satisfactory to the Employer.
- (g) Vending, soliciting or collecting contributions on Employer's time, equipment or premises without authorization from the Employer.
- (h) Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.
- (i) Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without written authorization of the Employer.

(j) Conviction of any moving traffic violation in other than a school vehicle.

(k) Failure to attend meetings called by the Employer without an excuse acceptable to the Employer.

(l) Any other offense of equal magnitude to the above.

Section 3 - If an employee feels unjustly discharged, he/she may avail himself/herself of the provisions of Article IV.

APPENDIX C

Section 1 - Holidays

- (a) Recognized holidays for the custodial, head custodian and maintenance employees under this Agreement shall be:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve (full day)
Christmas Day
New Year's Eve 1/2 Day (P.M.)

Custodial, head custodian and maintenance employees will be paid their current rate based on an eight (8) hour day for said holidays.

- (b) Recognized holidays for regular bus drivers under this Agreement shall be:

Thanksgiving Day
Day following Thanksgiving (full day)
Memorial Day
Good Friday

Bus Drivers will be paid their regular pay for said holidays.

Section 2 - In order for employees to receive holiday pay they must work their full shift on both the work day preceding the holiday and the work day following the holiday with the exception of an employee on approved vacation or a personal business day, an employee in the hospital or an employee with proof of illness signed by a physician. If the above holidays fall on a weekend, either the following Monday or the preceding Friday shall be observed, provided that school is not in session on both of these days. The Employer shall have the option of selecting which day is to be observed.