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6/30/2002

AGREEMENT
BETWEEN
THE
DOWAGIAC UNION SCHOOL DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU)

JULY 1, 1999 - JUNE 30, 2002

Dowagiac Union School District

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AGREEMENT

This Agreement entered into this 1st day of July, 1999, by and between the **DOWAGIAC UNION SCHOOL DISTRICT**, Dowagiac, Michigan, (hereinafter referred to as the "Employer"), and **SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL NO. 586**, (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages and hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful relations for the mutual interest of the Employer, employees, and the Union.

ARTICLE II

RECOGNITION

SECTION 1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time custodial, maintenance, utility and mechanical employees, all regularly scheduled bus drivers, special education bus aides, and custodial employees whose hours worked do not normally constitute an eight (8) hour day but exceed that of four (4) hours.

DEFINITIONS:

- A. For the purpose of this Agreement, a full-time employee is one who is normally scheduled to work an eight (8) hour day or forty (40) hour week, fifty-two (52) week year.
- B. A regularly scheduled employee is defined as one who is normally scheduled on a daily basis; however, whose work assignments may vary between four (4) and eight (8) hours per day, five (5) days per week (36 week minimum).

EXCLUSIONS:

- A. Exclusions from Union representation are the Employer's supervisory personnel, administrators, executives, students, part-time, temporary, substitutes, and all other personnel employed by the Employer.
- B. A substitute employee is defined as one who works on a regular basis less than three (3) hours a day or on an irregular basis whose hours may vary from one (1) to eight (8) per day.
- C. Student and temporary employees are those who are hired for a specific job or period of time, it being understood that it is in no way the intent of the Employer to displace full-time or regularly scheduled employees who are members of the bargaining unit.

SECTION 2

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.

SECTION 3

Union stewards and/or Union officers and officials shall be permitted to confer with bargaining unit employees with respect to official Union business but not on Employer's time.

SECTION 4

The names of the stewards or alternates in each department shall be given in writing to the Employer. No steward or alternate shall function as such until the Employer has been advised of his/her selection in writing by the Union. Any changes in stewards or alternates will be reported in writing to the Employer within five (5) regularly scheduled workdays of the change. Designated representatives of the Union, if not employed by the Employer, will be permitted to participate in any discussion relative to hours, wages, and working conditions.

SECTION 5

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, age, 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/her exercising those rights.

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1

The District retains all rights, powers, and authority vested in it by the laws and constitution of the State of Michigan and the United States. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement, shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force, and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance, or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE IV

UNION SECURITY

SECTION 1

All present employees and all new employees for whom the Union has been designated as the exclusive bargaining agent in Article II of this Agreement shall, after completion of thirty (30) workdays or 240 hours, become members of the Union, or pay an agency fee for Union representation in a legally permissible amount determined in a legally permissible manner by the Union not to exceed the Union dues.

SECTION 2

During the probationary period, the employee shall have no seniority status or rights under this Agreement and may be laid off or dismissed from employment at the discretion of his/her administrative supervisor without regard to his/her relative length of service.

SECTION 3

Upon satisfactorily completing his/her probationary period, the employee's name shall be added to the seniority list as of his/her most recent date of hire.

SECTION 4

For the purpose of this Agreement, the term "dues" shall mean all regular monthly dues and initiation fees.

SECTION 5

For those employees who are members of the Union and who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements of such authorization cards, the Employer agrees to deduct from their first paycheck each month the regular monthly Union dues in the amount certified to the Employer by the Secretary-Treasurer of the Union and forward the same to the Secretary-Treasurer within the next fifteen (15) days following such deductions.

SECTION 6

The Union agrees to indemnify and save harmless the Employer from any claims, damages, or costs to which the Employer may become liable by reason of the Employer's enforcement of this Union security provision.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1

A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to employ any probationary employee.
2. Any matter for which there is recourse under State or Federal statutes.

The Board hereby designates the principal of each building or the immediate supervisor to act as its representative at the first step.

The term "days" as used herein shall mean regularly scheduled working days.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper by the Employer. The improper grievance may be re-submitted for clarification, but such grievance shall be limited to one (1) re-write and submission. If this is done, the grievance must be submitted and presented to the Employee's supervisor within five (5) regularly scheduled workdays following the date of rejection. If the answer is mutually satisfactory, the employee or his/her steward shall so indicate it in writing within two (2) regularly scheduled workdays, giving one copy of the settled grievance to the Employee's supervisor.

Any alleged violation will be presented to the employee's respective supervisor or building principal for the purpose of attempting to correct the alleged violation without further proceedings. Any employee or group of employees who have an alleged violation must present it to the supervisor or building principal within five (5) regularly scheduled workdays after the occurrence of the event upon which the alleged violation is based.

The employee's supervisor will investigate and report his/her disposition of the alleged violation within five (5) regularly scheduled workdays after it has been made to him/her. In the event the alleged violation is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply.

SECTION 2 - FIRST STEP

To be processed hereunder, a grievance must be reduced to writing, stating the facts upon which it is based, when they occurred, specifying the section of the contract which has allegedly been violated, and must be signed and presented to his/her supervisor within five (5) regularly scheduled workdays after the alleged occurrence, or five (5) regularly scheduled workdays after supervisor's reply to informal step. The employee's supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled workdays after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his/her steward shall so indicate it in writing within two (2) regularly scheduled workdays, giving one (1) copy of the settled grievance to the employee's supervisor.

SECTION 3 - SECOND STEP

If the grievance has not been settled at the First Step and if it is to be appealed to the Second Step, a written notice of such appeal must be served upon the Superintendent of Schools stating why the supervisor's response was not acceptable within five (5) regularly scheduled workdays after receipt by the steward and/or the employee of the supervisor's First Step answer. The unit president and steward involved and the Superintendent of Schools and/or his designated representative shall meet to consider the grievance within ten (10) regularly scheduled workdays after the Superintendent of Schools receives notice of appeal to this Step. The Superintendent of Schools or his designated representative shall give the unit president a written answer to the grievance in triplicate within ten (10) regularly scheduled workdays after the date of such meeting. If the answer is satisfactory, the steward or employee shall so indicate it in writing within five (5) regularly scheduled workdays after receipt of the answer to Step Two, giving one (1) copy of the settled grievance to the Superintendent of Schools.

SECTION 4 - THIRD STEP

If, at this point, the Union is not satisfied with the disposition of the grievance at the Second Step and intends to appeal, it shall so notify the Superintendent of Schools in writing within five (5) regularly scheduled workdays after the Superintendent's written reply to the Second Step. Within ten (10) regularly scheduled workdays after the Superintendent's reply has been received, the grievance shall be reviewed at a meeting between the Board of Education or its designated representatives and the Union or its designated representatives. A written answer shall be given by the Board of Education within ten (10) regularly scheduled workdays after the date of the Board hearing. Individual employees shall not have the right to process a grievance to the Fourth Step without the endorsement and approval of the Union.

SECTION 5 - FOURTH STEP

If the grievance has not been satisfactorily settled at the Third Step, the Union may submit the grievance to the Michigan Employment Relations Commission in accordance with its Voluntary Labor Arbitration Rules, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Board of Education's Third Step answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change, or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provision contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator other than the fact that the arbitrator shall not be empowered to rule on or interpret any federal, state or local laws or statutes in determining, according to his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The decision of the official shall be final and binding on both parties hereto. The expenses and fees of the official (from the Michigan Employment Relations Commission) shall be paid by the losing party. The Union and the Board of Education will be responsible for their own personal costs as to witnesses, attorney fees, etc. All other costs of any arbitration proceeding under this provision shall be borne by the party that is found to be at fault. It is further understood where one party is not one hundred percent at fault that the other party will be assessed a percentage of the final settlement according to the arbitrator's decision.

SECTION 6

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 various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

SECTION 7

Whenever the words "regularly scheduled workdays" are used in this Agreement, they shall be defined as those days which are scheduled for work for any employees in the unit between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

SECTION 8

There is no reimbursement to the employee or committee members for grievance hearings. However, any meeting called by the Employer will not result in any loss of pay to the employee(s).

SECTION 9

The Union shall promptly notify the Superintendent of Schools in writing as to the membership of its grievance committee and any changes therein.

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, work stoppage, refusal to work, 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, aids, or engages in a strike, work stoppage, refusal to work, 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 prescribed activities shall be subject to the grievance procedure. If, however, the question is submitted to MERC for review, the matter shall not be subject to further processing through the grievance procedure.

ARTICLE VII

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 the 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 the 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 for the first sixty (60) workdays since their most recent date of hire. The sixty (60) workday probationary period may be extended by the additional number of days necessary to make up for days missed due to administrative closing of schools or days of absence by the employee.

An additional ten (10), twenty (20), or thirty (30) working days for probationary purposes may be requested by the Employer in specific cases. This extension, if exercised, is to be by mutual agreement with the Union steward.

- a. During the probationary period, the employee shall have no seniority status or rights under this contract and may be laid off or dismissed from employment at the discretion of his/her administrative supervisor without regard to his/her relative length of service.
- b. Upon satisfactorily completing his/her probationary period the employee's name shall be added to the seniority list as of his/her most recent date of hire as a bargaining unit member.

- e. Seniority does not follow an employee when changing departments. An employee changing departments shall have his seniority frozen in the prior department and shall then begin to accrue seniority in the new department from the date upon which he reports for work in that department.

SECTION 4

An employee's seniority shall terminate and his/her employment shall cease:

- a. If he/she quits, retires, or is discharged, which discharge is not reversed through the grievance procedure, or by the requested withdrawal of funds he/she contributed to the Michigan Public School Employees Retirement Fund.
- b. If the employee fails or refuses to advise the Employer within five (5) calendar days in writing of his/her intent to return to work or not to return to work after receipt by certified mail of his/her assignment.
- c. If, following a layoff for lack of work or funds, he/she fails or refuses to notify the Employer of his/her intent to return to work within two (2) regularly scheduled work days after receipt of such recall notice.
- d. If he/she is absent for two (2) consecutive regularly scheduled workdays without notifying the Employer within such two (2) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- e. If he/she fails to request a leave of absence, accepts employment elsewhere while on a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Employer that it was impossible for him/her to return to work at the expiration of such leave or vacation.

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

SECTION 5

When it becomes necessary to lay off employees due to lack of work or funds or to reduce the size of the work force, student, temporary, probationary, and part-time employees will be the first to be laid off in all classifications and then such employees within those classifications with the least seniority, providing the remaining employees are available and can satisfactorily perform the available work within a break-in period not to exceed five (5) workdays but without training.

- a. When employees are recalled to work following layoffs for lack of work or funds, they shall be recalled to the classification from which they were initially laid off. The laid off employees with the most job classification seniority who can satisfactorily perform the work involved within a break-in period without a training period, shall be the first to be recalled.
- b. Further, it is understood that the following employees will be the last to be recalled in the reverse order of the layoff procedure: part-time, probationary, temporary, and student.

SECTION 6

The Employer shall have the right to temporarily transfer employees from one job to another to cover the employees who are absent due to illness, accident, vacation, or leaves of absence, or to fill temporary jobs or temporary vacancies and to take care of any conditions or situations that may arise. For the purpose of this section, temporarily shall not exceed a period of thirty (30) consecutive workdays. Temporary transfers shall not be used to avoid the posting of permanent openings or vacancies.

SECTION 7

The Employer shall determine if a vacancy exists. The Employer shall post all new positions or vacancies in the bargaining unit that are to be filled on a bulletin board accessible to Union members. The Employer shall also notify the Union of vacancies that the Employer does not intend to fill. The posting of new positions or vacancies will be for five (5) workdays and shall specify the then existing scheduled work hours for that position or vacancy. A copy of all postings will be forwarded to the President and Secretary of the Union. Employees are to notify the Employer of their intent to apply for such job openings, in writing, within five (5) regularly scheduled workdays following the date of posting. Notification will be given by the Employer within five (5) regularly scheduled workdays following the posting deadline to all applicants of the individual who was awarded the position. The Employer shall notify the President of each employee who bids on any posted vacancy.

a. It is expressly understood that the Employer reserves the right to disqualify an employee's job bid, with the disqualification notice to be sent to the employee within five (5) workdays.

b. BIDDING

(1) Bidding Within Classification: Bargaining unit members will be given consideration for any position they apply for within their current classification (e.g. (1) mechanic, (2) bus driver (3) bus aide or (4) maintenance utility and custodian). The Employer will consider each applicant's education, training, experience, work history and the job qualifications contained in the job description in evaluating the applicants. The most senior bidder within the classification will be awarded the job provided the bidder possesses the qualifications contained in the job description.

(2) Bidding Outside Classification: Bargaining unit members may apply for positions outside their current classification. If, in the judgment of the Employer, the qualifications of a bargaining unit member and an applicant from outside the bargaining unit are equal, the senior bargaining unit member will be awarded the job, provided he or she possesses the qualifications contained in the job description.

- c. It is understood and agreed that the Employer shall have the right to temporarily transfer drivers from one route to another when it is necessary to readjust assignments to properly provide transportation for the school children. 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 fewer hours of work than the route from which he/she was transferred, such employee shall suffer no reduction in pay by reason of such temporary transfer.
- d. It is also understood and agreed that in the event an employee is temporarily transferred for the convenience of the Employer under the provisions of this Agreement, the employee will be paid at the higher of his/her existing rate and of that of the position so assigned, providing the employee is totally capable of performing all work and responsibility of that position.
- e. All employees in the bargaining unit shall be allowed to bid on new or vacant positions where no change in rate of pay or duties will occur or where there will be less pay, once each fiscal year. This shall be in addition to the route bidding process at the beginning of the school year, outlined in SECTION 8 of this Article. Vacancies created by a move of an employee to such a position shall not be posted but shall be assigned by the Employer.

SECTION 8

Before the end of each school year, employees will be required to fill out an Intent to Return to Work form provided by the Employer. Any employee failing to return the form will be reminded of the requirement to return the form not later than June 30.

- a. Bus drivers shall be notified of the posting and bidding process on or before one week prior to the first scheduled day for students.
- b. The first in-service meeting for bus drivers shall be held on the workday of the first scheduled teachers' in-service day.
- c. The route bidding process will take place **one week prior to the Monday before opening day**. Only unit members will be allowed to bid, and those unit members must be available to work the first thirty (30) days of school.
- d. The most senior bus driver will bid first and select the desired routes (regular education, special education, vocational education, kindergarten, or any combination thereof) with the combination of routes falling within the eight (8) hours per day timeframe. After authorization/award of route assignment has been made by the Supervisor, the next senior driver will do the same, repeating this process until all drivers on the seniority list have selected their desired routes and the assignments are completed. The bidding will then be closed. Any driver(s) absent from this meeting who has (have) indicated their intent to return to work the first thirty (30) days of school, will be assigned any route(s) left after the bidding is closed.

- e. However, an employee who, through no fault of his/her own, and has both indicated his/her intent to return to work and will be available to work the first thirty (30) days of school, is unable to attend the first in-service meeting will be allowed an appeal to have his/her name entered in seniority order in the route bidding process provided that:
 - 1. The employee has notified the Employer prior to the first in-service meeting of his/her inability to attend the meeting and/or;
 - 2. The employee has notified an elected Union officer prior to the first in-service meeting of his/her inability to attend the meeting.

- f. Summer bus runs shall continue to be bid as in the past. Drivers must be reasonably available to drive such runs in order to bid, and any driver who is not reasonably available shall be removed from the run and it shall be reassigned to the next senior bidding employee.

If the conditions specified above have been met, the bargaining unit members in attendance at the first in-service meeting will determine, by a majority vote, the acceptability or lack thereof, of the absent employee's appeal. Should the bargaining unit members in attendance at the first in-service meeting rule against the absent employee's appeal, his/her name will be assigned any route remaining after the bidding is closed. Further, the Employer will be held harmless against any determination reached by the membership at the first in-service meeting regarding the route bidding process, and an employee absent from the first in-service meeting is precluded access to the grievance procedure if his/her appeal is denied by the bargaining unit membership in attendance at the first in-service meeting.

SECTION 9

It is the responsibility of the employee (bus driver) to notify the Supervisor of Transportation, in writing that he/she is interested in all field trip opportunities and assignments. Such written notice is to be given to the Supervisor of Transportation within five (5) regularly scheduled workdays commencing with the first day of normal school transportation beginning in August.

A field trip is an extra trip aside from the regularly scheduled route, which requires a school bus, operated by a qualified bus driver, to transport students and their sponsor/teacher/coach.

An employee (bus driver) who, for whatever reason, fails to notify the Supervisor of Transportation of his/her interest in all field trip opportunities and assignments within the time limits specified above will be accorded the option to do so after commencement of the current school year for field trip opportunities and assignments for the remainder of the school year with the understanding that:

- a. An employee (bus driver) electing this option, who notifies the Supervisor of Transportation of his/her interest in all field trip opportunities and assignments, must do so in writing not later than the last scheduled school day prior to Christmas break; and
 - b. An employee (bus driver) electing this option will be placed at the bottom of the field trip opportunities and assignments list, regardless of seniority; and
 - c. An employee (bus driver) who removes his/her name from the field trip opportunities and assignments list at any time during the current school year will be excluded from the list for the remainder of the current school year.
- A. Field trips will be classified as follows:
1. Sports trips, which take place Monday through Friday.
 2. Class trips, which take place Monday through Friday.

3. Saturday/Sunday trips, which can be sports or class trips.

Bus drivers must sign up for each field trip classification they wish to drive. A separate rotation by seniority system will be maintained for each classification.

Each driver in turn, within each classification, has twenty-four (24) hours to either choose a field trip or rotate his name. A driver who is absent for more than twenty-four (24) hours after his/her name is up will be rotated to the bottom of the list automatically, as will a driver who neglects to choose a field trip within the allotted twenty-four (24) hours.

- B. Drivers may trade chosen field trips within the same classification provided the Supervisor of Transportation is notified in a timely manner.
- C. Open field trips are those not chosen by drivers less than twenty-four (24) hours before the scheduled departure time; or, field trips whose driver is either absent or has canceled out; or, field trip requests received by the Transportation Office less than twenty-four (24) hours before the scheduled departure time. Open field trips will be posted on the blackboard in the Bus Garage lounge and are available to the first Regularly Scheduled driver requesting the trip. Should no Regularly Scheduled driver request the Open field trip, that trip may be assigned to a substitute driver, and as a last resort will be assigned to the regular driver with the least seniority by the Supervisor. If the field trip assigned by the Supervisor has fewer hours than the driver's regular route, thus earning less money, then the regular run hours and money shall be paid.
- D. A field trip choice canceled by the driver will not be compensated for, and the driver loses that turn in rotation.
- E. Driving rate of pay will be paid on all field trips where the driver is required by the sponsor/teacher/coach to run the bus for heat. The sponsor/teacher/coach must sign the driver's trip report attesting to this request. All other times the bus driver is not driving, he/she will be paid layover rate of

pay and, during such times, will stay within reach of the sponsor/teacher/coach at the location or within sight of the bus.

- F. In the event the field trip is canceled on Monday through Friday at such a late time that the driver is unable to run his/her regular route, the driver shall be paid his/her regular route hours and money.
- G. Should a field trip be canceled on a timely basis, the bus driver who chose that field trip will be assigned to the next available field trip within the same classification.
- H. Should a canceled field trip be rescheduled on a timely basis, the bus driver who chose that field trip will retain that field trip.

ARTICLE VIII

AUTHORIZED ABSENCE

SECTION 1 - SICK LEAVE

- A. One (1) day of paid sick leave for full-time employees shall be equivalent to the number of hours they regularly work in a regular workday at the rate applicable to the employee's job classification at the start of the absence for which compensation is requested.
1. One (1) day of paid sick leave for regularly scheduled (bus) drivers/custodians shall be equivalent to the number of hours regularly scheduled employees normally work per day at the rate applicable to the job classification at the start of the absence for which compensation is requested.
 2. Sick leave shall be charged at either a half-day or full day. No leaves will be charged on the basis of hours less than a half-day.
 3. Sick leave shall be accumulated at the rate of one (1) day per month of employment.
- B. Qualified employees subject to the provisions set forth in this Article shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits subject to the following conditions:
1. The absence must be reported by the employee to the Employer as soon as possible prior to the start of the shift from which the employee will be absent.
 2. The absence must be necessitated by the employee's illness or injury.
 3. The absence must be necessitated by a serious illness or injury to the employee's spouse, minor child, or parent requiring the employee's presence, not to exceed five (5) days per year.

4. Absences are authorized and sick leave paid for absences necessitated by the employee's doctor (M.D. or D.O.) or dentist (D.D.S.) appointment providing the appointment could not be scheduled outside work hours of the employee, the employee is only absent for the time of the appointment, and the employee presents written verification of the time of the appointment and that it was kept by the employee.
5. The employee must present to the Employer a certificate from a doctor (M.D. or D.O.) certifying the nature of any illness or injury necessitating any absence which:
 - (a) exceeds two (2) consecutive workdays;
 - (b) occurs on the employee's last scheduled workday before and/or after the employee's regular vacation or school break;
 - (c) occurs on the employee's last scheduled workday before and/or after any of the holidays specified within this contract;
 - (d) the doctor's certificate must also specify the date the employee's physical condition was such that he/she was unable to work and the date upon which the employee is able to return to work.
6. In the event a known absence from work is necessary under the sick leave procedure which either exceeds five (5) or more working days (such as surgery, etc.), or for an appointment, such request for sick leave pay should be submitted by the employee five (5) days prior to the anticipated absence.
7. The employee shall submit the signed application for paid sick leave on the day he/she returns to work following such leave. Exceptions will not be honored.
8. The employee may not apply for sick leave pay when absence from work is related to a Worker's Compensation claim and the employee is currently receiving Worker's Compensation benefits.

9. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved. Excessive or unwarranted use of this benefit is subject to question and discharge. Sick leave absences claimed by the employee to engage in any type of self-employment or gain will be treated as falsification of records, and the employee is subject to immediate discharge.
10. The Employer reserves the right to require doctor verification of alleged illness whenever abuse is suspected or excessive absenteeism has occurred.
11. **Special Conditions on Use of Sick Days Applicable to Bus Drivers Only:**
 - (a) If a bus driver has been absent purportedly for personal or family illness, whether having used paid sick leave or has been absent without pay because accumulated sick leave had been exhausted or was not used, for a total of nine (9) days by taking a day or two at a time within the preceding twenty-four (24) months, that bus driver will not be eligible to use paid sick leave without a written doctor's certificate verifying the nature of the illness or disability based on personal examination by the doctor as the first day of the employee's absence.
 - (b) Furthermore, if the bus driver has been absent purportedly for personal or family illness, whether having used paid sick leave or has been absent without pay because accumulated sick leave had been exhausted or was not used, for more than nine (9) days within the prior twelve (12) months, the bus driver must provide a written doctor's verification of the nature of the illness necessitating absence for each day of the absence commencing with the first day.

- (c) If a bus driver fails or refuses to provide the doctor's certificate required by this subsection, he/she shall be subject to discipline up to and including discharge without recourse through the grievance procedure.
- C. Earned paid sick leave credits as provided for employees in this article shall be accumulated from year to year for a period not to exceed one hundred thirty-two (132) days. An employee may use the current sick leave plus that accumulated earned sick leave prior to July 1. In the event that any sick leave is not used during his/her year of employment, the sick leave shall accumulate for future use until the employee has reached the maximum.
- D. All sick leave not used after reaching the maximum shall be forfeited at the end of the school year in which it was granted. All employees will be granted the number of days sick leave according to their employment during the school year (9 months - 9 days, 12 months - 12 days).
- E. The Employer will pay Twenty-Five Dollars (\$25) per day for unused accumulated sick leave to all bargaining unit employees upon retirement after ten (10) years or more of satisfactory service with the Dowagiac Union School District. Employees must qualify under the rules of the Michigan School Employees Retirement System.
- F. Good Attendance Reward: Any employee who regularly works at least four (4) hours per day, who has accumulated at least ten (10) sick leave days, and who is not absent from work for any reason in this Article for more than one (1) day during the period from July 1 through the end of the first semester, or during the period from the beginning of the second semester through June 30, shall be granted an additional One Hundred Dollars (\$100.00) for each period. If an employee uses one (1) or two (2) days of sick leave for funeral leave for a death in the immediate family, these days shall not count against the one (1) day limit.

SECTION 2 - PERSONAL LEAVE

An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons up to a maximum of three (3) months without pay and shall maintain, but not accrue, seniority, provided he/she obtains advance written permission from the Employer. Application 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 purposes thereof shall be discharged.

SECTION 3 - JURY LEAVE

Employees called for jury duty shall be excused from work. Jury duty shall not count against sick leave. An employee submits his/her jury duty pay to his/her supervisor. No payroll deduction is made. If part of the total jury duty pay reflects reimbursement for expenses, an itemization of expenses is also submitted to the employee's supervisor and a separate check in that amount is issued by the Employer to the employee.

SECTION 4 - FUNERAL LEAVE

Absences of not more than three (3) days due to a death in the immediate family shall be compensated by payment of regular salary.

The immediate family shall include employee's wife, husband, son, daughter, father, mother, brother, or sister. Two (2) additional days may be taken if deemed necessary. These two additional days will be charged to the employee's sick leave days accumulated provided the employee has sufficient unused sick leave credits. If not, a personal leave without pay will be in effect.

Absences of not more than two (2) days due to a death of relatives not specified above but including only employee's mother-in-law, father-in-law, grandmother, grandfather, grandson, granddaughter, uncle, aunt, brother-in-law, sister-in-law, son-in-law and daughter-in-law, shall be charged to the employee's sick leave credits if available. If sick leave credits are not available, a personal leave without pay will be in effect.

SECTION 5 - MILITARY LEAVE

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 provision of the law granting such rights.

Leave 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 employee makes written requests for such leaves of absences immediately upon receiving his/her orders to report for such duty.

SECTION 6 - MATERNITY LEAVE

An employee shall be entitled to a maternity disability leave of absence. Such leave shall commence only when the individual, with the advise of her physician, indicates that she is no longer physically able to perform her job. Maternity leave shall terminate when a physician's statement indicates that the employee is physically able to return to work. The Employer has the right to obtain medical verification by its physician. During the time of maternity leave, an employee may utilize accrued sick time only for the period the employee is physically unable to work. Holiday pay shall not be granted during a leave of absence. Fringe benefits will continue only for the number of days equal to the number of accumulated sick days at the commencement of the leave.

SECTION 7 - GENERAL ILLNESS OR ACCIDENT

An employee who, because of illness or accident which is non-compensable under the worker's compensation laws, is physically unable to report to work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability for a period not to exceed one (1) year after his/her accumulated sick leave and vacation have been exhausted, provided he/she notifies the employer within seven (7) days of the necessity thereof and supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation

of such absence. Seniority will not accrue during this type of absence.

- a. If such employee is able to return to work within one (1) year after the start of such leave, he/she shall, at such time, be entitled to return to his/her previous position, provided he/she provided the Employer with a certificate from his/her physician that he/she is able to return to work without restriction or limitation.

SECTION 8 - NECESSARY BUSINESS LEAVE

Each twelve-month employee who has completed at least one year of employment may use up to two (2) days of his/her accumulated sick leave per fiscal year (July 1 to June 30) for necessary business. The days are deductible from the employee's sick leave and may not be carried over except as sick leave. The use of these days must be approved in advance by the Business Manager. A necessary business day shall only be used for necessary legal, business or emergency matters that cannot be conducted outside of the employee's regular work hours and which require the presence of the employee. Necessary business leave cannot be used for social or recreational activities, travel, other employment, or other non-essential purposes. An employee seeking to use a necessary business day shall submit his request in writing to the Business Manager for approval stating the reason that he is requesting to use the necessary business day at least five (5) days in advance, except in cases of emergency. Necessary business days shall not be taken the day before or the day following a holiday or vacation.

The Employer reserves the right to limit the number of necessary business days taken at any one time to one (1) per employee classification. The Business Manager's decision to grant or deny a necessary business leave day shall be final and shall not be subject to the grievance procedure.

ARTICLE IX

WAGES, HOURS AND INSURANCE

SECTION 1

The job classifications 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.

If, during the life of this Agreement, the Employer establishes a new job classification which comes within the scope of this Agreement, it will determine a rate of pay for such job classification. If the Union believes that such rate of pay is inadequate, it may request to negotiate the same.

SECTION 2

The normal workday for custodial, maintenance, utility, and mechanics, with the exception of bus drivers, shall be that of eight (8) hours, and the normal work week shall be that of forty (40) hours, Monday through Friday, both inclusive. 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.

- a. It is further understood and agreed that in certain circumstances, custodial, maintenance, utility, and mechanical employees may have their "regular" work week adjusted to include Saturday and Sunday due to the scheduling of certain school functions.

First-shift employees shall have one (1) hour unpaid lunch period (except for maintenance and utility employees who will have a one-half ($\frac{1}{2}$) hour unpaid lunch period) and second shift employees shall have a one-half ($\frac{1}{2}$) hour unpaid lunch period at or near the mid-point of their workday except during school holidays and summer month periods when all employees shall be granted a one-half ($\frac{1}{2}$) hour unpaid lunch period. All lunch periods are to be recorded on the employee's timecard. Employees shall be entitled to a fifteen (15) minute break period at or near the mid-point of the first half of their

workday and a fifteen (15) minute break period at or near their mid-point of the second half of their workday. It is understood and agreed that the timing of the lunch break periods may vary depending upon the nature of the work being performed by the employees at that time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspects of the job being performed have been completed.

- b. All employees are expected to be at their assigned post at their regularly scheduled starting time. Employees are required to punch-record the starting time of their workday, out at the beginning of their lunch period, in at the end of their lunch period, and out at the end of their workday. During any time they leave their assigned work station they are to punch-record and when they return to their proper work station they are to punch-record.
- c. Break period(s) for utility and/or maintenance employees are to be taken at the building or work location where they are then working. Other labor classifications will take their break periods at the building location.
- d. Time and one-half the employee's regular straight time hourly rate of pay will be paid for all hours worked in excess of forty (40) hours in any one (1) week and for all work performed on Saturday. Time and one-half shall be paid for all hours worked outside of an employee's normal work shift; except for bus drivers, who shall receive time and one-half pay for hours worked beyond forty (40) hours in a work week. Double time the employee's regular straight time hourly rate of pay will be paid for all hours worked on Sundays and holidays. Triple time will be paid for all hours worked on Christmas, New Year's and Thanksgiving. If work is performed on any holiday, the holiday pay is not in addition to the double or triple time stated in the previous sentences; however, if the number of hours of work performed on a holiday is less than the employee's regularly scheduled hours for a normal workday, the employee shall receive his/her regular straight time

hourly rate of pay for the remainder of the holiday hours that are not worked. Security and boiler checks on Sundays and holidays, if directed by the Employer, shall be paid at time and one-half their regular straight time hourly rate of pay. Shift differential shall be paid to those employees assigned to the second shift and is not included in overtime hours worked beyond the ending of the first shift by the first shift employees.

However, all full time custodians whose regular scheduled work shift begins during the first shift but extends beyond 3:30 p.m. shall receive shift differential pay. Any overtime pay for full-time custodians shall be calculated on the hourly rate for the first hour worked during his/her regularly scheduled workday and on an hourly rate that includes shift differential pay.

- e. The Employer may assign the building maintenance personnel, head custodian, or the assigned custodian to make internal and external checks of the building, including heating facilities and other security checks necessary, on Sunday, as directed, between the hours of 4 p.m. and 12 a.m. The hourly pay for this purpose will be at the rate of time and one-half.
- f. The Employer shall have the right to change an employee's shift only upon forty-eight (48) hours prior notice unless an emergency situation arises which would endanger the coverage of the building and plant facilities within the school district.
- g. When overtime is scheduled, the Employer will endeavor to give the employees' involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equally as is practicable among employees within the same classification, crew, or location where the overtime work occurs. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible. Therefore, employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under

the circumstances. An employee shall be expected to work the required overtime requested unless the employee is excused by his/her immediate supervisor.

- h. Maintenance and custodial employees who are called in to perform work at a time other than that for which he/she has been previously scheduled shall be guaranteed a minimum of one (1) hour of work or pay at time and one-half the employee's regularly straight time hourly rate of pay.
- i. It is understood that the employee is to punch-record actual time worked. The Employer is to calculate wages earned based upon actual minutes worked as reflected on employee's time card. Punch-in time is determined by the supervisor. In the event the employee is late for his/her assigned reporting time, such time will be deducted by tenths of an hour. An employee cannot make up hours for hours lost due to lateness or other absence. Overtime will not be paid for early punch-record time unless so authorized. In any event the employee is not to punch-record his/her arrival time more than ten (10) minutes prior to the assigned shift starting time.
- j. Bus drivers are to punch in when leaving the lounge area for their bus route and to punch out when returning to the lounge after their route. All paperwork is to be completed before leaving the bus unless the driver needs to confer with the supervisor to fill out the paperwork. Bus drivers are to punch in and leave the lounge area six (6) minutes prior to their normally scheduled departing time as per their authorized punch-in for the purpose of pre-trip inspection of the bus.
- k. The Supervisor of Transportation or authorized designee has the right to determine the normal run time of a given bus route, setting the starting and returning time. If the employee returns earlier than the normal time, he/she shall be paid the normal time. If the employee returns later than the normal time, he/she will be paid normal time unless the additional time is approved by the Supervisor. Should substantial changes in the conditions under which the established time was arrived at occur,

the bus driver may request and/or the Supervisor may make a reassessment of the required time to make the run.

- l. Bus drivers will be paid actual time for cleaning the bus, including seat taping and window cleaning. Bus cleaning must be done at the bus lot. A driver's regular bus is to be cleaned after the last run of the day. Any other bus used by a driver is to be cleaned by that driver when that bus is returned to the bus lot (kindergarten, spares, field trips, etc.) Drivers shall not be required to wash their buses.
- m. The Employer will reimburse bus drivers for any admission charges to official events in which the students are participating during any given authorized field trip.
- n. The Employer shall establish a one (1) hour minimum call-in pay at regular straight time rate of pay for all bus drivers who are called back to perform a special or shuttle run. This shall not apply when the special or shuttle run is immediately preceding or following a scheduled run.
- o. Hiring and probationary rates are fifteen (\$.15) cents less than the regular rates for the life of this Agreement. If an employee is hired as a full-time or regularly-scheduled employee and such employee worked as a substitute or part-time employee in the same classification, he or she shall not be given credit against his/her probationary period for such time worked.
- p. In the event present employees have a classification other than those listed, they will be changed to the appropriate classification.
- q. A twenty (\$.20) cents shift differential shall be applicable to rates for the school year.
- r. Custodial, maintenance, utility and, mechanical employees will be paid their regular hourly rate of pay for in-service meetings, and bus drivers will be paid their driving rate of pay.

- s. If a driver is required by his employer to take a special run which conflicts with his regular route and results in less pay, the difference in pay would be made up.
- t. In the event a regularly scheduled route includes a separate run of less than one (1) hour, a minimum of one (1) hour's pay will be paid.
- u. A meal allowance shall be paid to bus drivers when an extra trip exceeds four (4) hours, including both driving time and layover time, provided the trip includes the following time periods:

11 a.m. to 1 p.m.	--	lunch	--	\$3.00
5 p.m. to 7 p.m.	--	dinner	--	\$4.00

SECTION 3 - INCLEMENT WEATHER

- a. The Maintenance/Custodial Supervisor may dismiss the maintenance/custodial staff that is on duty and, if dismissed early for inclement weather, they will be paid for their full shift.
- b. Bus drivers will be given their first run or one (1) hour's pay (whichever is greater) of their morning route if school is not called off before the drivers' punch-in time.
- c. If the driver has arrived at the bus garage within fifteen (15) minutes prior to his/her punch-in time but after school has been called off, he/she will be granted one (1) hour's time.
- d. If school is to be called off, the Transportation Supervisor or his/her designee shall be responsible to make the contact with one of three designated drivers (and register the time of the contact), who will then be responsible to call their fellow drivers that school has been called off.
- e. Bus drivers will be paid for not to exceed two (2) snow days per school year provided the district receives state aid for those two days.

- f. The School District agrees that in the future, on days in which the start time of the school day is delayed, the decision to delay the start of the day and the driver "fan-out" will be implemented as early as possible. If the decision to delay the start of a school day is not made in time to begin the "fan-out" notification procedure by 6:00 a.m., then each driver will be paid one (1) hour's pay, regardless of whether school is subsequently held or cancelled. In addition, if the decision on whether to hold school or cancel school after the delay is subsequently not made within the period of time after 6:00 a.m. equal to the length of the announced delay, the drivers shall be paid one (1) hour's pay, regardless of whether school is held or cancelled. For example, if the announced delay is for 90 minutes, the decision to hold or cancel school would have to be made before 7:30 a.m. or the drivers would receive one (1) hour's pay.

If school is held after the delay, drivers shall receive their regular run pay. If school is cancelled after the delay, the provisions of Article IX, Section 3-e, shall apply.

By way of illustration, if the decision to delay the start of school two hours was made at 6:05 a.m., and at 7:50 a.m. the decision was made to hold school, the drivers would drive their regular runs and would receive one (1) hour's pay, in addition to their regular run pay. If the decision was made to delay the start of school two hours and the "fan-out" was implemented at 5:50 a.m., and at 7:50 a.m. the decision was made to cancel school, the provisions of Article IX, Section 3-e, would determine what pay, if any, the drivers would receive.

SECTION 4 - GROUP HOSPITALIZATION INSURANCE

- A. Full-time custodial, maintenance, utility employees, and mechanic employees will be provided MESSA Super Care I medical/hospitalization insurance (**\$100/\$200 deductible & \$5 prescription card**) with the Board paying 90% of the premium cost per month and the employee paying 10% of the premium cost per month. (Group A)
- B. Regularly scheduled bus drivers, special education bus aides, and custodial employees whose hours worked do not normally constitute an eight (8) hour day but exceed that of four (4) hours will be provided MESSA Super Care I medical/hospitalization insurance coverage with the Board paying eighty (80%) percent of the monthly premium and the employee paying twenty (20%) percent of the monthly premium. (Group B)

For the period July 1, 1999, to June 30, 2000, the dollar contributions are as follows:

APPLICABLE COVERAGE CATEGORY	SUPER CARE I PREMIUM/MONTH	BOARD 90%	GROUP A EMPLOYEE 10%	BOARD 80%	GROUP B EMPLOYEE 20%
SEIU / PAK A	\$ 602.17	\$ 541.95	\$ 60.22	\$ 481.74	\$ 120.43
Delta Dental	Incl.				
VSP-3 vision	Incl.				
\$5 RX card	Incl.				
PAK B Option (Group A Employees)		\$ 50.00			
PAK B Option (Group B Employees)				\$ 40.00	

- a. The amounts will be paid by the Employer for full-time and regularly scheduled employees employed for a twelve (12) month period and for a ten (10) month period where applicable. The amount above the Employer's contributions shall automatically be deducted from the employee's pay. In the event the ten month employee

desires continued coverage for the additional two month period, such employee is to remit in cash to the administration office the sum of monies equal to his/her coverage. Such commitment is to be made by June 1st. In the event regularly scheduled employees work continually throughout the year, or twelve months, the above Employer contributions amount will continue. An employee not taking health insurance is eligible for the option amount.

- b. The Board of Education will pay the Employee's premium but will not pay Group Health Insurance premiums for the Employee's spouse and/or children if they are covered by another, or the same, Group Health Insurance plan. It is the employee's responsibility to be properly enrolled for all insurance coverage. The terms and conditions of the policies shall control with respect to all benefits.
- c. If the District employee is covered by the spouse's policy, the District will allow the employee to select options equal to the amount shown above.
- d. The Employer will pay Delta Dental coverage for employees working four (4) or more hours 60-60-60 \$1,200.00 or for comparable dental benefits through a plan, policy, or program selected by the Board.
- e. The group will also receive vision insurance VSP-3 at the same Board paid percentage as listed above.
- f. The Employer shall establish and maintain a plan pursuant to Section 125 of the Internal Revenue Code which will provide employees with an option for non-taxable health insurance benefits.

ARTICLE X

HOLIDAYS

SECTION 1

Full-time and regularly scheduled (custodial, maintenance, utility, and mechanical) employees so defined who are scheduled to work when school is not in session will be eligible for holiday time off with pay providing they meet the necessary qualifications of the contract.

- a. Two days for Christmas, two days for New Year's, Good Friday, (unless school is scheduled, then another day specified during spring break), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following Thanksgiving Day are recognized as legal holidays for which the Employer will not normally schedule work. Eligible employees shall receive one (1) day's pay for such holiday.
- b. Holiday pay for full-time (custodial, maintenance, utility, and mechanical) employees is to be calculated on the basis of an eight (8) hour day.
- c. Holiday pay for regularly scheduled (custodial) employees is to be calculated on the basis of hours normally worked.
- d. To be eligible for holiday pay, the employee must work his full shift the day preceding and the day following the holiday, unless absence is caused by a worker's compensation injury or approval is given by the Business Manager upon a written request for such absence.

SECTION 2

Regularly scheduled (bus drivers) employees normally scheduled to work when school is in session will be eligible for holiday time off with pay providing they meet the necessary qualifications in this contract and provided the holiday occurs during the scheduled school year (i.e., Labor Day will not be a paid holiday if school is scheduled to begin after Labor Day).

- a. Christmas Day, New Year's Day, Good Friday (unless school is scheduled, then another day specified during spring break), Memorial Day, Labor Day, Thanksgiving Day and the day following Thanksgiving are recognized as legal holidays for which the Employer will not normally schedule work. Eligible employees shall receive one(1) day's pay for such holiday. Bus drivers who drive on Independence Day shall receive double time for actual hours worked on that day.
- b. Holiday pay for regularly scheduled (bus drivers) employees is to be calculated on the basis of hours normally worked.

SECTION 3

If any of the specified holidays occurs on a Sunday, the following Monday shall be observed as the holiday. When any of the specified holidays occurs on a Saturday, the preceding Friday shall be observed as the holiday. Should Christmas or New Year's occur on a Monday, the preceding Friday or last scheduled workday shall be observed as the second day of the Christmas and New Year's holidays for the employees eligible for such holidays.

SECTION 4

If a paid holiday occurs during a qualified employee's scheduled vacation, he/she will receive the holiday pay in addition to his/her vacation pay or one (1) extra day of vacation without pay for each holiday occurring during his/her vacation period.

- a. No holiday pay will be paid to the employee for any holiday which occurs after the date of his/her resignation or discharge or while he/she is on a leave of absence or while he/she is absent due to disability (occupational or non-occupational) or while he/she is laid off.

SECTION 5

To be eligible to receive holiday pay, all full-time and regularly scheduled employees must have completed his/her probationary periods and have worked his/her regularly scheduled

workdays on the scheduled workdays preceding the holiday and his/her regularly scheduled workday on the scheduled workday following the holiday unless such day or days occurred during the employee's regularly scheduled paid vacation period or unless such employee submitted reasons in writing seven (7) days prior to the holiday and approval was granted by the Business Manager from working part or all of the hours he/she was scheduled to work on such days.

SECTION 6

Holiday pay earned by any employee under the provisions of this contract shall be included as part of his/her check on the normally scheduled payday established by the school district.

ARTICLE XI

VACATIONS

SECTION 1

Newly hired full-time employees who are employed by the school district will have vacation time pro-rated based on time worked from the date of hire between July 1 and June 30. A new employee whose first day of work is after July 1 but before January 1 shall be eligible for one (1) week of vacation as of the following July 1 until July 1 of the year after when he/she would be eligible for two (2) weeks. Thereafter, the employee shall be eligible for vacation as of July 1. An employee whose first day of work is on or after January 1 but up to and including July 1 shall not be eligible for vacation until July 1 of the year following when the employee will be eligible for two (2) weeks. Thereafter, vacation time will be determined for all employees based on adjusted work time as of July 1. Employees shall be permitted to schedule their vacations, providing their vacation requests are approved by their immediate supervisors and do not conflict with the ongoing operations or work requirements of their classification group. In the event a conflict exists as to vacation requests, the employee's seniority shall be recognized. Vacation time will accrue but cannot be taken during the probationary period.

YEARS OF SERVICE	VACATION HOURS
ONE (1) THROUGH FIVE (5) YEARS	EIGHTY (80) HOURS
SIX (6) THROUGH EIGHT (8) YEARS	EIGHTY-EIGHT (88) HOURS
NINE (9) YEARS	NINETY-SIX (96) HOURS
TEN (10) YEARS	ONE HUNDRED TWENTY (120) HOURS
ELEVEN (11) YEARS	ONE HUNDRED TWENTY-EIGHT (128) HOURS
TWELVE (12) YEARS	ONE HUNDRED THIRTY-SIX (136) HOURS
THIRTEEN (13) YEARS	ONE HUNDRED FORTY-FOUR (144) HOURS
FOURTEEN (14) YEARS	ONE HUNDRED FIFTY-TWO (152) HOURS
FIFTEEN (15) YEARS & OVER	ONE HUNDRED SIXTY (160) HOURS

Payment of vacation hours will be made on the school district's regular paydays with the rate of pay being that which is in effect when the vacation is taken.

SECTION 2

Vacations shall not be cumulative and shall be taken during the school year period of July 1 - June 30, excluding the month of August and when student Christmas vacation is scheduled. At the sole discretion of the Employer, vacation shall be allowed in August and when student Christmas vacation is scheduled. Any refusal to allow vacation during this period shall not be subject to the grievance procedure. Employees may be allowed to "carry over" up to one week of accrued vacation time from one year to the next if approved by the supervisor in advance.

Vacation requests will not normally exceed two consecutive weeks. However both the union and the District acknowledge that an employee's particular circumstances may warrant a vacation request in excess of two weeks, and such requests will be duly considered for approval by the district.

SECTION 3

All vacation time is subject to supervisor approval. Employees shall be required to submit to the Employer a written request indicating their proposed time off for vacation purposes at least 45 calendar days prior to the start of such anticipated vacation.

If an employee wants to use up to five (5) days of vacation, a request may be made at any time, and the day(s) may be approved by the maintenance supervisor at his discretion. 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, preference will be given to the employee with the greatest seniority. The Employer must answer all employee requests for vacation leave within five (5) calendar days of receipt of such request.

ARTICLE XII

SAFETY AND HEALTH

SECTION 1

As a condition of employment, all employees who are hired after July 1, 1993, shall be required to submit to a criminal background check through the Michigan Department of State Police, the cost of which shall be borne by the applicant. Once an offer of employment is made, the employee must satisfactorily pass an employment physical examination prior to assuming active duties. The offer of employment may be revoked if the employee is unable to pass a physical examination. Employees may thereafter be required at the discretion of the employer to satisfactorily pass a physical examination given by a physician designated by the Employer at the Employer's expense.

Testing for substance abuse may be included in physicals and may also be required of the driver following an accident involving a district-owned or contracted vehicle. Any substance abuse testing procedure will be performed in a legally permissible manner. The parties will negotiate a mutually agreeable procedure or negotiate to impasse before a testing program is implemented.

The aforementioned examinations shall be at the expense of the Employer.

SECTION 2

Employees must immediately report to their 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

Every employee shall observe all safety rules which are established by the Employer and shall use such safety devices or equipment as is required by the Employer. Any infraction of any safety rule or failure to use such safety devices or equipment

shall subject the employee to disciplinary action, including discharge.

SECTION 4

Complaints concerning safety and health by any employees are to receive timely investigation by the Administration.

ARTICLE XIII

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 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 shall be paid by the Employer within thirty (30) days upon receipt of the license.

Suspension of a bus driver's license by the Secretary of State may result in the immediate suspension of an employee; however, if said suspension is overturned by the Secretary of State, any reference to the suspension will be removed from the Employee's work record. Revocation of a bus driver's license shall result in the immediate discharge of an employee. Seven (7) or more points on a bus driver's driving record, or the uninsurability of the bus driver by the Employer's insurance company due to the driver's driving record, will also result in immediate suspension or discharge of the employee.

It shall be the responsibility of each employee to pass any driving test required for the license. The cost of a driving test will be paid by the Employer. Failure to pass any required retake test may result in discharge. Any retake of the test will be paid by the employee.

Wages will not be paid to the employee while meeting the requirements for qualification.

SECTION 3

Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisors and/or other non-bargaining unit employees in emergencies or for bargaining unit work when regular employees are not available and it is necessary to do so.

For the purpose of this Agreement the term " emergency" shall mean a temporary unforeseen circumstance(s) that demands immediate attention. Non-bargaining unit personnel shall not be used in accordance with this provision so as to displace or permanently replace bargaining unit personnel.

SECTION 4

The Employer shall have the right to subcontract busing operations whenever, in its sole discretion, such business operations can be performed more effectively or economically through subcontracting. If the subcontracting of busing operations results in the layoff of regularly scheduled bus drivers, special education bus aides, or mechanical employees, such contract shall provide that the subcontractor will initially staff with such laid off employees to the extent of the subcontractor's staffing needs.

The laid off employees hired by the subcontractor shall be hired at a wage rate not less than 80% of the last wage rate of the employee with the district exclusive of other benefits.

The Board shall not implement subcontracting unless written notification of its intent to negotiate with the subcontractor is provided to the Union at least sixty (60) days prior to the implementation. Not less than thirty (30) days prior to implementation, the Union shall receive written notification of the terms and conditions upon which the Board will subcontract busing operations and afford the Union an opportunity to persuade the Board that it can provide business operations more effectively or economically than the subcontractor. The sixty (60) day notification cannot be made less than ninety (90) days after ratification by the parties.

The Employer may only subcontract custodial or maintenance operations if such subcontracting does not result in the layoff of full-time custodial or maintenance employees.

SECTION 5

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 6

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/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

SECTION 7

The Employer will purchase five (5) uniforms for each full-time custodial, maintenance, and utility employee annually. The employee will be required to launder his/her own uniforms. The uniforms will be selected by the administration after receiving input from the Union. The uniforms must be worn each day. The Employer will also provide one (1) pair of leather gloves for each maintenance and utility employee annually and three (3) pairs of canvas gloves for each utility employee annually. For Transportation Mechanics the Employer will provide a weekly garment rent service of five (5) uniforms weekly at no cost to the employee.

SECTION 8

The Employer has the right to demote or reassign an employee due to the incapability of such employee of supervisory abilities in his/her present classification versus that of the job requirements for that supervisory position.

SECTION 9

Administration will provide two (2) in-service training programs for full-time custodial and maintenance employees in order to provide training, updating, and problem solving.

SECTION 10

During the 1990-91 school year, the Employer shall develop and provide to each employee a job description.

SECTION 11

The Employer shall pay Five Dollars (\$5) per month to each maintenance-building equipment (A) and maintenance-building equipment (B) employee toward reimbursement for home telephone service costs as those employees are required by the Employer to have a home phone for emergency contact purposes.

SECTION 12

The Employer's response to vacation and sick leave request forms submitted by employees will include an up-to-date balance of sick leave/vacation days remaining.

ARTICLE XIV

TOTAL AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the School District and the Union, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

In the event there is enacted by the State Legislature an act which is subsequently signed by the Governor relative to the pay of unemployment benefits to non-certificated personnel during the vacation periods or summer months and which would be applicable to the classification of bus drivers, the rates shown on Appendix A are to be re-negotiated.

The Employer agrees to type the master contract and to make the necessary copies in order that they be available to each employee and to provide the new employees entering the employment of the Dowagiac Union School District with a copy. The cost, in order to comply with the preceding statement, is to be split between the Dowagiac Union School District and the S.E.I.U., AFL-CIO, Local 586.

Attached and made part of this contract are the:

- a. Employee classification table and wage schedule Appendix A; and
- b. Employee rules Appendix B.

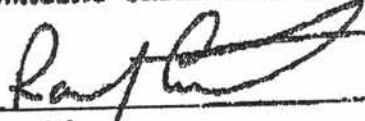
DURATION

This Agreement shall become effective the 1st day of July, 1999, and shall remain in full force and effect through the 30th day of June, 2002.

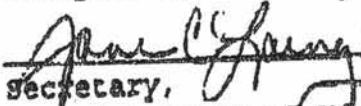
The terms and conditions of this Agreement shall not be altered or modified during the life of the Agreement except upon mutual consent of the parties; except that the parties shall reopen this Agreement and negotiate over wages and one other non-economic issue only in the third year of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of July, 1999.

DOWAGIAC UNION SCHOOL DISTRICT

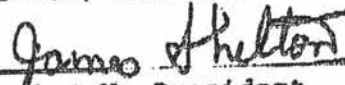


President,
Dowagiac Board of Education

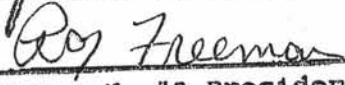


Secretary,
Dowagiac Board of Education


**SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL No. 585**




S.E.I.U. President



S.E.I.U. #8 President



Negotiating Team Representative



Chief Steward

APPENDIX A

Classification and Hourly Rate of Pay

July 1, 1999 - June 30, 2000

<u>Transportation Department</u>	<u>1999-2000</u>	<u>2000-01</u>	<u>2001-02</u>
<u>Classification</u>			
1. Head Mechanic	\$14.48	\$14.84	\$15.21
Mechanic	\$13.80	\$14.15	\$14.50
2. Bus Drivers	\$10.59	\$10.85	\$11.12
(Driving Time)			
Bus Drivers	\$ 7.30	\$ 7.80	\$ 8.00
(Layover)			
3. Bus Aide	\$ 6.96	\$ 7.13	\$ 7.31
<u>Maintenance, Utility, Custodial Department</u>	<u>1999-2000</u>		
<u>Classification</u>			
1. Maintenance-Bldg.	\$14.29	\$14.65	\$15.02
Equip. (A)			
Maintenance-Bldg.	\$13.53	\$13.87	\$14.22
Equip. (B)			
2. Utility	\$11.27	\$11.55	\$11.84
3. Head Custodian - Union	\$12.91	\$13.23	\$13.56
Head Custodian - CMS	\$12.22	\$12.53	\$12.84
Head Custodian - K-6	\$11.65	\$11.94	\$12.24
Custodian	\$11.13	\$11.41	\$11.70
Cust.(Shift Leader)	\$11.49	\$11.78	\$12.07

SECTION 1

Employees handling or working with hazardous materials which the State requires certification to work with will be paid One and 50/100 Dollar (\$1.50) above their regular rate for actual time worked; however, when the material is asbestos the employee will be paid a minimum of three (3) hours at the One and 50/100 Dollar (\$1.50) premium irrespective of the amount of time worked.

SECTION 2

A Utility Employee who is assigned as a project leader to direct and control the work of at least one(1) other Employee on major construction projects, including major new construction or major reconstruction, shall be paid One Dollar (\$1.00) per hour above his normal hourly rate for time spent working as a project leader; provided that the project is scheduled in advance to take more than sixteen (16) hours to complete. In the event the project is completed ahead of schedule, the project leader shall still receive the One Dollar (\$1.00) per hour premium for the time spent leading the project.

Major construction or reconstruction projects shall be defined as the construction or installation of playground equipment, the construction, installation, or reconstruction (not repairs) of bleachers, construction, installation or reconstruction (not repairs) of fences over three hundred (300) feet in length, and such other projects as are determined by the Employer.

EMPLOYEE RULES

SECTION 1

For violation of any of the following rules, an employee shall 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. Gross insubordination.
- c. Immoral or indecent conduct or sexual harassment on school property or with students or with employees.
- d. Falsification of timecard, punching or recording other employee timecard, personnel records, or other employee records.
- e. Physical and 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 the Employer's premises without authorization of the Employer.
- g. Sleeping on the job.
- h. Buying, selling, possessing, or drinking of alcoholic beverages on Employer's time, premises, or equipment, or reporting to work while under the influence of intoxicating beverages or a controlled substance or narcotic drug as defined in the Uniform Narcotic Drug Act or the Michigan Controlled Substance Act.
- 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 or reckless driving while driving any vehicle whether owned by the Employer or not.
- 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 a fight during work hours or on Employer's equipment or premises.
- n. Incompetency or inefficiency in the performance of a job assignment.
- o. Excessive, unwarranted, habitual, or consistent pattern of absenteeism.
- p. Willful violation of a safety rule or safety practice.
- q. Any other offense of equal magnitude to the above of which the employee is determined to be willfully guilty.

SECTION 2

For any of the following offenses an employee shall receive a verbal warning. A written warning shall be issued for the second violation for the same or different offense. The third violation shall result in suspension without pay for two (2) days for the same or different offense. The employee may be discharged for the fourth violation of the same or different offense.

When an employee receives a written warning the Employer and the employee shall both be required to sign the written warning indicating that they have received same; however, such acknowledgment of receipt shall not be used against the employee as proof that he/she agrees with the reasons or reason of such warning.

NOTE: The following statement will be written on all warning notes:

" The signing of the written warning shall not be used against the employee as proof that he/she agrees with the reason or reasons for such warning only the receipt of same."

- a. Late to work without an excuse acceptable to the Employer.
- b. Carelessness which necessitates the scraping or repairing of Employer's property or equipment or knowingly violating basic rules when operating equipment.
- c. Horseplay or swearing.
- d. Inattentiveness at work, failing to start work at the designated time, quitting work before proper time, or leaving the job during work hours without permission of Employer.
- e. Smoking in unauthorized areas.
- f. Absence from work without advising the Employer of a satisfactory reason thereof.

- g. Vending, soliciting, or collecting contributions on Employer's time, equipment, or premises without specific 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 permission 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. Minor violations of a safety practice or safety rule.
- m. Creating or contributing to poor housekeeping in school buildings, school equipment, or school premises.
- n. Failure of an employee to maintain the work standards prescribed by the Employer/Administrative Assistant such employee is assigned.
- o. Any other offense of equal magnitude to the above.

SECTION 3

It is understood and agreed by both the District and the Union that it is important for the employee and their supervisor to meet and communicate freely to discuss the employee's job assignment, job performance, and other aspects of the job, and that most often these types of meetings and discussions are not disciplinary in nature and a Union representative is not needed or required.

If the Supervisor states that no disciplinary action will be taken at this meeting, then the employee will not be entitled to Union representation.

However, an employee shall be entitled to have present a Union representative for any meeting in which the appropriate supervisor expects, or the employee has reasons to believe, that disciplinary action may be taken.

When such a meeting is to be held, the employee shall be advised of their right to have a Union representative present, or the employee may request a Union representative be present. If the employee desires such representation, the Union representative must be available within twenty-four (24) hours from the time the employee was notified of this meeting.

It is the sole responsibility of the employee to notify the Union representative of any meeting in which they want representation.

The Union representative will be given a copy of any disciplinary action taken by the employer within twenty-four (24) hours of the action. If the employee specifically requests that a copy not be provided to the Union representative, the Union representative will be advised that disciplinary action was taken and the date it was taken, within twenty-four (24) hours of the action.

