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A G R E E M E N T

B E T W E E N

DOWAGIAC UNION SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION

(SEIU)

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*Dowagiac Union School*

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A G R E E M E N T

This Agreement entered into this 1st day of July, 1986 by and between 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 labor relations for the mutual interest of the Employer, and 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, 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 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 and 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 work days of the change. Designated representatives of the Union, if not employed by the Employer, will be permitted to participate in any discussion relative to hour, 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 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 11 of this Agreement, shall after completion of thirty (30) work days or 240 hours become members of the Union, or pay an agency fee for Union representation equal to 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 deduction.

Section 6 The Employer shall be free from any liability by reason thereof to those employees whose dues are so deducted.

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 work days 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 work days, 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 work days 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 three (3) regularly scheduled work days 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, 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 and presented to his/her supervisor within five (5) regularly scheduled work days after the alleged occurrence. The employee's supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled work 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 within two (2) regularly scheduled work days, 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 within two (2) regularly scheduled work days 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 work days 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 work days 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 work days 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 work days after the Superintendent's written reply to the Third Step. Within ten (10) regularly scheduled work days 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 work days 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 with 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 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 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 the 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 work days" are used in this Agreement, they shall be defined as those days which are scheduled for work 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 constitutes such prescribed activities shall be subject to 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 absences, 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 thirty (30) work days since their most recent date of hire. The thirty (30) work days or 240 hours probationary period may be extended by the additional number of days necessary to make up for days missed due to administrative closing of schools.

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.

Section 3 The Employer will maintain up-to-date seniority lists, copies of which will be posted on the appropriate bulletin boards by August 1 of each year, and changes, if any, as they occur will be furnished to the local president. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date. The employee who has the greatest amount of seniority is to be listed at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last names, the same procedure will be followed in respect to their first names.

- a. Hours worked for seniority purposes are to be calculated as follows for time after June 30, 1980:

One (1) year	approximately 2000 hours/52 weeks (custodial/maintenance/utility/mech.)
One (1) month	22 days
One (1) day	8 hours = full time employees 4 or more hours = regularly scheduled employees (bus drivers/custodians)
- b. A separate seniority list shall be prepared by the Employer covering (1) custodial, (2) maintenance & utility employees, (3) bus drivers, (4) mechanics, and (5) bus aides,

- c. Seniority will accrue to the employee who is absent from work due to an injury or illness which is work-related and the Employee is compensated from Workmen's Compensation Insurance carrier.
- d. Seniority is not maintained or accrued until a full time or regularly scheduled position is assigned.
- e. Seniority does not follow an employee when changing job classifications.

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 work days 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 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 with 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) work days 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 lay-off 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 work days. 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) work days 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 work days following the date of posting. Notification will be given by the Employer within five (5) regularly scheduled work days following the posting deadline to all applicants of the individual who was awarded the position. The filling of positions or newly created jobs within the bargaining unit shall be made on the basis of the employee's seniority and qualifications. The Employer shall notify the steward 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) work days.
- b. It is expressly understood that if there are no full-time or regularly scheduled employees who satisfy the requirements for such positions, new or substitute applicants may be hired to fill the position.

- 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 sub section to a route that involved 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 of duties will occur once each fiscal year. Vacancies created by a move of an employee to such a position shall not be posted but shall be assigned by the Employer.

ARTICLE VII - SECTION 8:

Not later than one month prior to the first day of the next school year, the Employer shall notify the employee by first class mail an Intent to Return to Work form. Not later than two weeks prior to the first day of the school year, the employee shall return the Intent to Return to Work form by First Class.

- 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 inservice meeting for bus drivers shall be held on the work day of the first scheduled teacher's inservice day.
- c. Route bidding process will take place during the first inservice meeting. The most senior bus driver will go 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 time-frame. After authorization/awardment 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 route 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, will be assigned any route(s) left after the bidding is closed, however, an employee who, through no fault of his/her own, is unable to attend the first inservice 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 inservice meeting of his/her inability to attend the meeting and/or:
2. The employee has notified an elected Union officer prior to the first inservice meeting of his/her inability to attend the meeting.

If the conditons specified above have been met, the bargaining unit members in attendance at the first inservice meeting will determine by a majority vote the acceptability or lack of it, of the absent employee's appeal. Should the bargaining unit members in attendance at the first inservice 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 inservice meeting regarding the route bidding process and an employee absent from the first inservice meeting is precluded access to the grievance procedure if his/her appeal is denied by the bargaining unit membership in attendance at the first inservice 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-special trip opportunities and assignments. Such written notice is to be given the Supervisor of Transportation within five (5) regularly scheduled work days commencing with the first day of normal school transportation beginning in September.

An employee (bus driver), who, for whatever reason, fails to notify the Supervisor of Transportation of his/her interest in all field - special 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-special 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-special 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-special trip opportunities and assignemnts list, regardless of seniority; and,
- c. An employee (bus driver) who removes his/her name from the field-special trip oportunites 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.

In the event there is no substitute or regular driver available for a given trip, the Supervisor of Transportation shall assign the field trip and such assignment shall be accepted by the driver so chosen.

If the field trip assigned by the Employer has fewer hours than a regular route, thus earning less money, then the regular run hours and money shall be paid.

Cancellation of a trip by the driver automatically assigns that trip to the second available driver based on seniority and the driver cancelling the trip drops to the bottom of the rotation list for that particular field trip classification.

All drivers shall give their responses on acceptance or refusal within twenty-four (24) hours, on penalty of being dropped from the field trip list after three (3) times without acceptable reasons or explanations.

Driving rate of pay will be paid on all field trips and on any other trip where the driver is required to stay on the bus by the person in charge of that field trip.

In the event the field trip is cancelled 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.

#### ARTICLE VIII AUTHORIZED ABSENCE

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.

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 their 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.

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.

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 provisions of the law granting such rights.

Leave of absence 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 their orders to report for such duty. In the event the military pay is less than the employee's salary, the difference will be paid by the school district.

Maternity Leave: An employee shall be entitled to a maternity disability leave of absence. Such leave shall commence only when the individual, with the advice 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.



Sick Leave: One day of paid sick leave for full time employees shall be equivalent to the number of hours they regularly work in a regular work day at the rate applicable to the employee's job classification at the start of the absence for which compensation is requested.

- a. 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.
- b. Sick leave will be charged at either a half-day or full day. No leaves will be charged on the basis of hours less than 1/2 day.

Sick leave shall be accumulated at the rate of one (1) day per month of employment.

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:

- a. The absence must be necessitated by a doctor's (M.D., D.O.) appointment, illness or injury to an employee or employee's immediate family that would include employee's spouse, child, mother and father, or a dentist (D.D.S.) appointment for the employee only. Absence necessitated by an illness or injury to a member of the employee's immediate family would not exceed five (5) work days per illness.
- b. The absence must be reported by the employee to the Employer as soon as possible prior to the shift from which the employee will be absent. In the event a known absence from work is necessary under the sick leave procedure which exceeds five (5) or more work days (such as surgery, etc.), such request for sick leave pay should be submitted by the employee five (5) days prior to the anticipated absence.
- c. The employee shall submit the signed application for paid sick leave on the day returning to work following such leave. (Exceptions shall not be honored).
- d. If such absence exceeds three (3) consecutive work days or is on the employee's last scheduled work day before and/or the first scheduled work day after the employee's regular vacation or any of the Holidays specified within the contract, 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/she is not able to return to work if the Employer so requests.

- e. The employer will pay \$15.00 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. The employee may not apply for sick leave pay when absence from work is related to a workmen's compensation claim and the employee is currently receiving workmen's compensation benefits.

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.

Paid sick leave credits as provided in this Article for regularly scheduled (bus drivers/Custodians) employees shall be accumulative from year to year for a period not to exceed one hundred ten (110) days. Paid sick leave credits as provided in this Article for full time (custodial, maintenance, utility and mechanical) employees shall be accumulative from year to year for a period not to exceed one hundred ten (110) days.

Employees eligible for paid sick leave may use such leave during the school year (July 1 - June 30). An employee may use the current sick leave earned 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.

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, etc.)

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 the 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.

ARTICLE IX WAGES AND HOURS

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 file a written grievance at the Second Step of the grievance procedure within five (5) calendar days after the rate has been determined by the Employer and the matter may be processed thereunder.

Section 2 The normal work day 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 a one (1) hour unpaid lunch period, and second shift employees shall have a one-half (1/2) hour unpaid lunch period at or near the midpoint of their work day except during school holidays and summer month periods when all employees shall be granted a one-half (1/2) hour unpaid lunch period. All lunch periods are to be recorded on the employee's timecards. Employees shall be entitled to a fifteen (15) minute break period at or near their midpoint of the first half of their work day and a fifteen (15) minute break period at or near their mid-point of the second half of their work day. 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 has 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 work day, out at the beginning of their lunch period, in at the end of their lunch period, out at the end of their work day and 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 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 an employee's normal work shift. Double time the employee's regular straight time hourly rate of pay will be paid for all hours worked on Sunday 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 work day, the employee shall receive his or 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 or her regularly scheduled work day and not on a hourly rate that includes shift differential pay.

- e. The head custodian or the assigned custodian will make internal and external checks of the building including heating facilities and other security checks necessary on Sunday, as directed, between the hours of 8:00 p.m. and 12:00 p.m. One hour of time will be paid for this purpose 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 works 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 as determined by 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. In the fall and spring, bus drivers are to punch in and leave the lounge area six minutes (6) prior to their normally scheduled departing time from the bus lot for purposes of pre-trip inspection of the bus. In the winter, bus drivers are to punch in and leave the lounge area twelve (12) minutes prior to their normally scheduled departing time from the bus lot.
- 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 to 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.).
- 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.
- 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 within the last six (6) months such employee worked as a substitute or part-time employee in the same classification, he or she shall be given credit against their 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 inservice 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 hour, a minimum of one hour's pay will be paid.

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 hour's pay (which ever is greater) of their morning route if school is not called off before the driver's warm-up time.
- c. If the driver has arrived at the bus garage prior to his/her warm-up 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 Bus 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.

Section 4. Group Hospitalization Insurance

- A. Full-time Custodial, Maintenance, Utility and Mechanical Employees; MESSA (BCBSM) Super Med II with MESSA Health Care Rider
- 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; MESSA (BCBSM) Super Med I.

	<u>Prem / Month</u>		<u>Board/Month</u>		<u>Employee/Month</u>	
	A	B	A	B	A	B
Employee Only	83.70	82.40	75.33	74.16	8.37	8.24
Empl. & Spouse	184.00	189.50	165.60	170.55	18.40	18.95
Empl. & Child(ren)	184.00	189.50	165.60	170.55	18.40	18.95
Full Family	207.70	209.50	186.93	188.55	20.77	20.95
Options (Full time employees)	50.00	50.00	50.00	50.00	--	--
Options (Reg. scheduled)		40.00		40.00	--	--

- a. The above amounts will be paid by the Employer for full time and regularly scheduled employees employed for a twelve-month period and for a ten-month period where applicable. In the event the ten-month employee desires continued coverage for the additional two months' period, such employee is to remit in cash to the administration office the sum of monies equal to their coverage. Such commitment is to be made by June 1. In the event regularly scheduled employees work continually throughout the year or twelve months, the above Employer contributions amount will continue.
- 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.
- 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 aforementioned Employer/Employee contributions shall become effective July 1, 1986.
- e. Employer will pay Delta Dental coverage effective October 1, 1986 (same coverage as per teacher contract) 60-60-60 \$1200.00.

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, 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 workmen's compensation injury or approval has been given by the Superintendent upon a written request for such absence seven (7) days prior to the Holiday.

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, 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.
- 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 work day 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 quit 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 period and have worked his/her regularly scheduled work day on the scheduled work day preceding the holiday and his/her regularly scheduled work day on the scheduled work day 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 Superintendent of Schools 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 pay day established by the school district.

ARTICLE XI VACATIONS

Section 1 Full-time employees who are employed by the school district, will have vacation time pro-rated on date of hire and shall be paid for the following vacation hours and shall be permitted to schedule their vacations, providing their vacation requests are approved by their immediate supervisor 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.

0-1 year -- prorated by			
hours worked	= 40 hours	11-12 years	= 128 hours
1 year - 6 years	= 80 hours	12-13 years	= 136 hours
6 years - 9 years	= 88 hours	13-14 years	= 144 hours
9 years - 10 years	= 96 hours	14-15 years	= 152 hours
10 years - 11 years	= 120 hours	15 years & over	= 160 hours

Payment of vacation hours will be made on the school district's regular pay days 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.

Section 3 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 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 employees' 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 must satisfactorily pass a pre-employment physical examination and, following such employment, shall thereafter be required at the discretion of the Employer to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees shall also be required to satisfactorily pass annual examinations for tuberculosis. The aforementioned examinations shall be the expense of the Employer.

Section 2 Employees must immediately report to his/her 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 of and by employees are to receive timely investigation by the Administration.

#### ARTICLE XIII GENERAL

Section 1 Appendix 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 bus school registration slip. Suspension of Chauffeur'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 Chauffeur's license shall result in the immediate discharge of an employee.

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 busing 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 busing 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 Board will purchase five (5) uniforms for each full-time custodial and maintenance employee. The employee will be required to launder their own uniforms. The uniforms will be selected by the Administration after receiving input from the Union. The uniforms must be worn each day.

Section 8 The Employer has the right to demote or reassign an employee due to the incapability of such employee of supervisory abilities in their present classifications 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.

#### 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 as 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
- b. Employee rules Appendix B

ARTICLE XV TERMINATION

Section 1 This Agreement shall become effective as of the first day of July, 1986, and shall remain in full force and effect through the thirtieth day of June, 1987.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20th day of October, 1986.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO, LOCAL NO. 586

DOWAGIAC UNION SCHOOL DISTRICT

James Shelton  
SEIU President

Robert W. Fitch  
President, Dowagiac Board of Education

Patricia A. Higgins  
SEIU Unit #8 President

Mary J. Sherman  
Secretary, Dowagiac Board of Education

\_\_\_\_\_  
Negotiating Team Representative

Martha J. Ramsey  
Chief Steward

APPENDIX A

Classification and Hourly Rate of Pay

July 1, 1986 -- June 30, 1987

Bus Driver	
Driving Rate	\$ 7.36
Layover Rate	4.73
Bus Aide	4.83
Service Manager	10.06
Mechanic	9.58
Bldg. Equipment - Maintenance	8.64
Maintenance - Utility	7.19
Head Custodian - Union	8.24
Head Custodian - Central	7.80
Head Custodian - K-6	7.43
Custodial Night Shift Leader - Union	7.38
Custodians	7.13

APPENDIX B EMPLOYEE RULES

Section I 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 limited to action on school property.
- d. Falsification of timecards, punching or recording other employee timecards, personnel records, or other employee 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. Buying, selling, possession, 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 him/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 job assignments.
- 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.
- d. Inattentiveness to 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 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. 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.