

AGREEMENT
BETWEEN
DRYDEN COMMUNITY SCHOOLS
AND
DRYDEN SCHOOLS EMPLOYEES' CHAPTER OF LOCAL #1421
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

JULY 7, 2007

TO

JUNE 30, 2010

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This Agreement, entered into on this 1st day of July, 2009, between the Dryden Community Schools (hereinafter referred to as the "EMPLOYER") and Dryden Schools Employees' Chapter of Local #1421, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

*Cafeteria Personnel, Custodians, Housekeeping and Transportation Department

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE & INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the community, Employer, employees, and the Union.

The Employer and employees mutually agree to provide the best possible education for the children of the Dryden Community Schools

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the employees (Union) encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. - RECOGNITION - Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and part-time custodians, full-time regular bus drivers, and cafeteria personnel, including Head Cooks, EXCLUDING administrators, supervisors, student help, temporary help, and co-op.

ARTICLE 2 - AID TO OTHER ORGANIZED GROUPS OR UNIONS

The Employer and/or employees (Union) will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the other organized groups or unions.

ARTICLE 3 - MANAGEMENT'S RIGHTS

The Union recognizes, except where expressly abridged by any other provision of this Agreement, the vested rights of the School System to:

(a) In the administration of all matters covered by the Agreement, employees are governed by the provisions of any existing or future laws and regulations which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations and policies.

(b) Management officials of the agency retain the right, in accordance with applicable laws and regulations,

- (1) to direct employees within the agency;
- (2) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (3) to relieve employees from duties because of lack of work or for other legitimate reasons;
- (4) to maintain the efficiency of the School District operations entrusted to them;
- (5) to determine the methods, means and personnel by which such operations are to be conducted; and
- (6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

(c) It is further understood that immediate supervisors of bargaining unit members shall continue to perform bargaining unit work at the same level and extent as has been customary prior to the execution of this agreement. In addition, supervisors may perform unit work for the purposes of demonstration, training or in emergency conditions or where required technical expertise is not available in the bargaining unit, in the Employer's judgment. "Emergency" shall be defined, for purposes of this Article, as an unforeseen or critical circumstance or combination of circumstances which call for immediate action and which is not expected to recur on a regular basis.

Nothing in this Section is intended to limit any other right of the School Board not expressly indicated in this Section, where the exercise of such rights is not in conflict with any other provisions of this Agreement.

ARTICLE 4 - UNION SECURITY - Agency Shop

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union.

(b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

(c) In the event an employee hired after November 1, 1976, shall not pay fee or authorized payment by payroll deduction, the Board shall cause the termination of employment of such an employee.

(d) Employees shall be deemed to be members of the Union within the meaning of this Section or shall be deemed to have paid the equivalent fee, if they are not more than sixty (60) days in arrears in payment of membership dues or fees.

(e) The above provisions do not pertain to those employees who were employed before November 1, 1976, and are presently employed and are not presently Union members.

(f) The Union further agrees to hold harmless and indemnify the Employer for all expenses and back wages in the event it is determined by a competent authority, either through arbitration or through the courts, that the Employer did at the request of the Union wrongfully discharge any individual as a result of the provisions contained in this Article.

(g) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

ARTICLE 5 - DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph [d]), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) An employee shall cease to be subject to check-off beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

(c) The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union or any monies deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim and the Union shall be held liable for any award made in such an action against the School Board. The Union shall select the attorney.

ARTICLE 6 - REMITTANCE OF DUES AND FEES

(a) When Deductions Begin

Check-off deductions under properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and changes in addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 7 - UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairpersons

The employees covered by this Agreement will be represented by three (3) Stewards. The Union shall have the exclusive right to assign said Stewards and shall assign at least one (1) Steward to each of the following departments:

Food Service (Cafeteria Personnel)
Transportation Department (Bus Drivers)
Custodial Personnel

(1) The Employer will be notified of the names of the Alternate Stewards who would serve only in the absence of a regular Steward.

(2) The Stewards, during their working time, if needed, will be allowed the necessary time off to investigate and present grievances to the Employer, provided that permission is first secured before leaving to investigate or present a grievance. Four (4) hours per year will be paid by the Employer for investigation and presentation of grievances. Work time used for such purposes beyond four (4) hours per year is work time that must be made up.

(3) The Unit Chairperson, during his/her working time, if needed, will be allowed the necessary time off to investigate and present grievances to the Employer, provided that permission is first secured before leaving to investigate or present a grievance. Four (4) hours per year will be paid by the Employer for investigation and presentation of grievances. Work time used for such purposes beyond four (4) hours per year is work time that must be made up.

(4) The Union agrees not to interrupt the normal operation of the school for the investigating and presenting of grievances.

(b) Union Bargaining Committee

(1) Employees covered by this Agreement will be presented in negotiations by not more than four (4) negotiating committee members.

(2) Members of the bargaining committee will not be paid by the Employer for the hours spent in negotiations, but the work time shall be made up later.

ARTICLE 8 - SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be confined to those included in the agenda. Conferences shall be held at a time and place that will not cause loss of time* (pay) for the employees, up to five (5) hours of employee time, total, without loss of pay. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

*The time must be made up to be paid for.

ARTICLE 9 - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) calendar days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it in writing by the Union. A grievance is a complaint by an employee of the bargaining unit concerning any alleged violation of this Agreement or other conditions of employment.

Step 1

Any employee having a grievance shall discuss the grievance with the immediate supervisor and the Steward.

Step 2

If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance. The grievance must include relief sought.

The immediate supervisor shall give his/her answer to the Steward within five (5) working days, seven (7) calendar days of the receipt of the grievance. In the event the supervisor is absent, the grievance may be brought to the principal. If the principal is absent, it will go directly to the superintendent.

Step 3

If the answer is not satisfactory to the Union, it shall be presented in writing by the Steward to the superintendent of schools within five (5) working days, seven (7) calendar days after the immediate supervisor's response is due. The superintendent of schools shall sign and date the Steward's copy. The superintendent of schools shall respond to the Steward in writing within five (5) working days, seven (7) calendar days, or receipt of the grievance.

Step 4

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Board of Education or designee within seven (7) working days after the response of Step 3 is due. The Personnel Committee shall sign and date the Chapter Chairperson's copy. The Personnel Committee of the Board of Education shall conduct the grievance hearing and report the findings to the Board of Education as a whole. The Board of Education shall respond in writing to the Chapter Chairperson within five (5) working days following the next official Board meeting.

Step 5

(a) If the answer at Step 4 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 4, meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remains unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a demand for arbitration in accordance with the American Arbitration Association's rules and procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules and regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

(e) A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Any grievance not answered within the time limits by the Employer shall be appealed to the next step, if the Union so desires.

(g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

(h) Any individual employee may present a grievance and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement at Step 1 only.

ARTICLE 10 - CLAIMS FOR BACK PAY

(a) All grievances must be filed in writing within thirty (30) days from the time the alleged violation was to have occurred. The School shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.

(1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay.

(2) No decision in any one case shall require a retroactive wage adjustment in any other case.

(b) Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

(c) The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

ARTICLE 11 - DISCHARGE AND SUSPENSION

(a) Notice of Discharge, Suspension or Demotion

The Employer agrees, promptly upon the discharge, suspension, or demotion of an employee, to notify in writing the employee and his/her Steward of the discharge, suspension, or demotion. Said written notice shall contain the specific reasons for the discharge, suspension, or demotion.

(b) The discharged, suspended, or demoted employee will be allowed to discuss his/her discharge, suspension, or demotion with his/her Steward, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge, suspension, or demotion with the employee and the Steward.

(c) Appeal of Discharge, Suspension, or Demotion

Should the discharged, suspended, or demoted employee and/or the Steward consider the discharge, suspension, or demotion to be improper, it shall be submitted to the Fourth Step of the grievance procedure. The grievance must be presented within ten (10) working days of the discharge, suspension, or demotion.

(d) Warnings or Reprimands

If the employee feels the warning or reprimand is unjust, he/she may file a grievance. A grievance which is filed related to a warning and/or reprimand will only progress through Step Four of the grievance procedure.

(e) Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously (except in cases of moral turpitude or alcoholism.)

ARTICLE 12 - NO STRIKE/NO LOCKOUT

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, slow-down, stoppage, strike or curtailment of work, or restriction of, or interference with, the Dryden School District during the life of this Agreement, nor will the School District cause or sanction a lock-out during the life of this Agreement.

ARTICLE 13 - SENIORITY - Probationary Employees

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day of employment. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer-wide basis, in accordance with the employee's classification, and last date of hire.

ARTICLE 14 - SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies on October 1st of each year.

ARTICLE 15 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- (a) He/she quits.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the discharge is automatic. The Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated (not grievable.) The Employer, at his/her discretion, may make exceptions extending the three (3) day period.
- (d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure (not grievable.) The Employer, at his/her discretion, may make exception extending the recall period.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) Gives false reason for the leave of absence, or engages in other employment during such leaves.

ARTICLE 16 - SENIORITY OF OFFICERS AND STEWARDS

Seniority of officers and stewards shall be in accord with the date employed. The Chapter Chairperson, then the officers of the Local, will be the last to be laid off in that classification.

ARTICLE 17 - LAYOFF DEFINED

- (a) Layoff means a reduction in the working force.
- (b) If it becomes necessary for a layoff, the following procedure will be mandatory in each classification: Probationary employees will be laid off first. Seniority employees will be laid off according to seniority.
- (c) Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- (d) Laid off employees will have their hospitalization paid by the Employer through the month following the date of layoff.

ARTICLE 18 - RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of receipt of notice, or ten (10) days of mailing of recall, he/she shall be considered a quit.

ARTICLE 19 - JOB POSTINGS AND BIDDING PROCEDURES

(a) All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of qualifications. If qualifications are relatively equal, seniority will prevail. All vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the five (5) working days' posting period.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(c) During the six (6) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her Steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employees will receive the rate of the job they are performing.

(e) Employees working in a higher classification shall receive the rate of the higher classification.

(f) Temporary transfers for the purpose of filling temporary vacancies over ten (10) working days will be posted, if feasible, then assigned at a bid meeting.

(g) If any part-time employee is brought in to work more than three (3) eight (8) hour days in succession, other than for vacations, the position will be offered to full-time employees. Selection is to be based on seniority if qualifications are relatively equal for the work assigned by the Administration.

ARTICLE 20 - VETERANS - Reinstatement of

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 21 - EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay or benefits for a period not to exceed a period equal to their seniority, in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit, except in the case of an emergency at the Employer's discretion.

ARTICLE 22 - LEAVE OF ABSENCE

(a) Leaves of absence for period not to exceed one (1) year will be granted in writing, without loss of seniority, for:

1. Serving in any elected or appointed Union position.
2. Illness leave (physical or mental).
3. Prolonged illness in immediate family.

Such leave may be extended for like cause at Board discretion.

(b) Leaves of absence for a period not to exceed one (1) year may be granted in writing, without loss of seniority, for:

1. Serving in any elected or appointed public position.
2. Educational leave.

Such leave may be extended for like cause at Board discretion.

(c) All leaves of absence are without pay or benefits.

(d) All seniority will be frozen when on leaves of absence excluding personal illness and when on layoff.

(e) Employees shall accrue seniority for personal illness only while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the like position they held at the time the leave of absence was granted or to a position to which their seniority entitles them.

(f) Members of the Union selected to attend a function of the Union shall be allowed time off with loss of time or pay to attend (time may be made up).

(g) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. No more than one (1) member from each classification shall be granted such time off.

(h) The Employer will observe the regulation contained in the Family and Medical Leave Act of 1993.

ARTICLE 23 - UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each school that may be used by the Union for posting notices pertaining to Union business.

ARTICLE 24 - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 25 - SAFETY

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. Bargaining unit members shall immediately notify, in writing, the Administration of any unsafe or hazardous condition. The Administration shall make every effort to correct the situation as soon as possible. Employees must use safety equipment provided by the Employer.

ARTICLE 26 - EQUALIZATION OF OVERTIME

When in the judgment of the Administration overtime is required, it will endeavor to distribute such overtime work, insofar as practical and possible, equally among the employees who normally perform the work at the job classification on the respective shift.

The intent of such paragraph should not place any restriction on requirement of any rigid sequential order of overtime distribution, nor shall the school be liable for any overtime payment of hours not worked as a result of such distribution. This will be monitored on a quarterly basis. An "overtime desired" list of Union members seeking overtime will be maintained by the Union and submitted to the Employer each time the list is altered.

ARTICLE 27 - WORKER'S COMPENSATION - On-the-Job Injury

(a) Each employee shall be covered by all applicable Worker's Compensation Laws.

(b) In the event of an on-the-job accident which entitles employee to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earnings not covered by Worker's Compensation may be covered by sick leave pay. Only the portion covered by sick leave is to be deducted from the employee's accumulated sick leave.

(c) Employer paid hospitalization shall continue for one (1) year from date of injury. After that date employees may remain in the group coverage at their own expense.

ARTICLE 28 - WORKING HOURS - Shift Premium and Hour

(a) Regular working hours shall be at the discretion of the Employer, provided that all persons shall work consecutive hours, unless hired as a flex-time employee or Housekeeping position.

(b) Employees' regular workday and week shall be defined as:

Cooks: Five (5) days a week, varied hours. (Head Cook about twenty-five [35] hours - Kitchen help about twenty [20] hours per week.)

Custodians: Eight (8) hours per day, forty (40) hours per week. (Part-time about four [4] hours per day - twenty [20] hours per week.)

(c) Full-time Custodians shall be allowed thirty (30) minutes off for lunch, but shall not be paid for this time (nor shall this time be counted in computing overtime,) included in their regular work day. Cooks shall receive a free lunch which may be taken either during the employees' break or after completion of their work day.

(d) Employees may take a paid fifteen (15) minute break in the a.m. and also a break in the p.m., or the first half and second half of their regular shift, whichever may apply.

(e) An employee reporting for additional time shall be guaranteed at least two (2) hours' pay at his/her rate if not just before or just after regular working hours.

(f) Time and one-half (1 1/2) will be paid as follows:

1. For all hours over eight (8) in one (1) day;
2. For all hours in excess of forty (40) in any one (1) week;
3. For Saturday and Sunday work if called in (not make-up time).

(g) Make-up time is not overtime.

(h) Extra Work -- When Custodians are needed for extra work (events that occur when Custodians are not scheduled) the work shall be offered to the Custodian with the least amount of overtime. If no Custodian wishes to work the event, Administration then has the right to fill the assignment.

(i) The Administration may approve make-up time arrangements if the employee has requested in writing such arrangements at least two (2) days prior to the absence causing the need for make-up time. This two (2) day written provision may be waived by the Administration in emergency situations.

Examples of reasons for make-up time requests are as follows:

1. Work Saturday or Sunday to complete Friday night work (work must be completed prior to school Monday morning.)
2. Work Sunday to remove snow prior to start of school Monday morning when snow day occurred on Friday and employee was not able to get into work.
3. Other reasons as deemed acceptable by Administration.

(Example of Form Below)

Form: Make-Up Time

_____ would like to not work _____
(day)

_____ but will work _____ to
(hours) (day) (hours)

make up the time.

Employee

Supervisor

ARTICLE 29 - SICK LEAVE

All employees covered by this agreement on the school payroll shall accumulate leave as follows:

(a) Custodians - One (1) sick leave day per month, not to exceed twelve (12) days per year with limited maximum accumulation of ninety (90) days.

In addition, Custodians shall receive three (3) personal business days per year. All unused personal business days will convert to sick days at the end of the school year. Upon separation or retirement, employees will be paid thirty-three percent (33%) of the wage for accumulated sick days up to ninety (90) days.

(b) Transportation Employees - One (1) sick leave day per month September through June, not to exceed ten (10) days per year. Sick leave shall be calculated and recorded as the number of regular runs normally taken on workdays during the month the sick day was earned. Accumulated sick leave may not exceed 360 runs. Upon separation or retirement, Transportation employees will be thirty-three percent (33%) of the regular rate for accumulated runs up to 360 runs.

In addition, Transportation employees shall receive two (2) personal business days per year. Personal business days shall not accumulate year-to-year. Drivers not using their personal day(s) during the year will be paid their regular daily rate (a maximum two [2] days) at the end of each year for each unused personal day.

(c) For the purpose of determining vacation time/sick time all earned time will be accrued and paid by the hour (Custodians and Cooks only).

(d) Food Service Employees - One (1) sick leave day per month, September through June, not to exceed ten (10) days per year with limited maximum accumulation of ninety (90) days.

In addition, Food Service employees shall receive two (2) personal business days per year. All unused personal business days shall convert to sick days at the end of the school year. Upon separation or retirement, Food Service employees will be paid thirty-three percent (33%) of the wage for accumulated sick days up to ninety (90) days.

ARTICLE 30 - FUNERAL LEAVE

(a) Each employee shall be entitled to bereavement leave, without loss of pay, in accordance with the following schedule:

1. Five (5) working days for the death of a spouse, child, grandchild, parent, or guardian.
2. Three (3) working days for the death of stepchild, foster child, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, and sister-in-law.
3. One (1) working day maximum during each school year for the death of a friend or relative.

(b) Any employee selected to be a pallbearer for a deceased employee, and the Chapter Chairperson or his/her representative, shall be allowed one (1) day to attend the funeral.

ARTICLE 31 - HOLIDAY PROVISION

(a) The paid holidays are designated as:

1. Full-time and part-time (year round)

Fourth of July	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Year's Eve
Day after Thanksgiving	New Year's Day
	Good Friday
	Memorial Day

2. Part-time, Cooks and Bus Drivers

	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Good Friday (all day)
Day after Thanksgiving	Memorial Day

Employees will be paid their current rate based on their regular scheduled workday for said holidays.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) Employee's day off may be changed if both Employer and employee agree.

(d) In order to qualify for a paid holiday, the employee must work his/her regularly scheduled day immediately prior to and immediately following the day on which the holiday falls or is celebrated with the following exceptions:

1. Vacation day(s) previously approved by the Supervisor.

2. Emergency medical treatment with corresponding written verification from a physician of such treatment.

3. Cooks will be paid for Labor Day if scheduled by supervisor to work one or more days during the week prior to Labor Day.

ARTICLE 32 - VACATION ELIGIBILITY (Custodians Only)

An employee will earn credits toward vacation with pay in accordance with the following schedule:

One year to less than two years of continuous service	Five days
Two years to less than five years of continuous service	Ten days
Five years to less than fifteen years of continuous service	Twelve days
Fifteen years to less than twenty years of continuous service	Fifteen days
Twenty years or more of continuous service	Twenty days

(a) All requests for vacations of five (5) consecutive work days or more should be made at least ninety (90) calendar days in advance of when employee wishes to take said vacation. All vacation requests are subject to approval by the Supervisor or Superintendent (not more than one employee will be allowed to be on vacation at a given time, unless approved by the Employer.) The Superintendent will give consideration for emergency requests for vacation time.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled.

(e) Continuous service will not be broken by approved leaves of layoff. However, time spent on layoff or unpaid leave does not count as service time.

(f) Request for weekly vacations must be made at least two (2) weeks prior to the commencement of the vacation. Request for day(s) vacation must be made at least seventy-two (72) hours prior to the commencement of the vacation.

(g) For the purpose of determining vacation time/sick time, all earned time will be accrued and paid by the hour (Custodians and Food Service employees only).

(h) Unpaid Leave Days (Bus Drivers Only): All bus drivers will be allowed five (5) unpaid leave days every year with prior approval. In the event that a driver needed additional days off without pay, they should present that request in writing for the Superintendent's consideration.

(i) If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

(j) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 33 - HOSPITALIZATION MEDICAL COVERAGE

(a) The AFSCME members that receive fringe benefits will have reasonably equivalent coverage as the certified (teaching) staff, terms as agreed to by the Union and the Employer. Any adjustment in the teacher fringe benefits will result in a similar adjustment in the AFSCME fringe benefits for the duration of this contract. This coverage shall be applied only to all full-time Custodians covered by the terms of this Agreement.

(b) The Employer agrees to pay the employer's regular contribution, as per section 34 above, for hospitalization medical coverage for the employee and his/her family during an employee's absence as the result of any injury or illness (non-compensable injuries).

(c) Employees on leave beyond one (1) year will have to assume payment of the hospitalization insurance. Successive periods of disability will be considered as one unless:

1. The employee returns to work and completes at least thirty (30) working days before the later disability starts; or

2. The later disability is due to causes which are wholly different from those of the prior disability.

(d) Employees not eligible for hospitalization may enroll at the group rate by assuming the cost, (i.e., employee may participate at own expense).

(e) The Employer may change the carrier with Union concurrence and no dual coverage will be permitted.

(f) L.T.D. insurance will be provided for Bus Drivers and Cooks.

ARTICLE 34 - UNEMPLOYMENT INSURANCE

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance as required by law.

ARTICLE 35 - WORK PERFORMED BY SUPERVISORS

Supervisors, co-op, student help, and temporary help, including but not limited to students, may perform work that is recognized as the work of the employees in said bargaining unit. This help may not be used to replace permanent employees. The ratio of three (3) supervisors to seventeen (17) bargaining unit employees shall be maintained.

ARTICLE 36 - STUDENT HELP

Students shall not be used to replace bargaining unit employees. In the event of a layoff of bargaining unit employees due to a reduction of school funding, additional student help may be hired with non-school funds. Bargaining unit employees will be recalled in the event of sufficient increases in school funding.

ARTICLE 37 - ACT OF GOD DAYS (Cafeteria and Transportation Employees Only)

If adjustments are needed to fulfill the State of Michigan requirements for days and/or clock hours, the adjustments shall be made by mutual agreement between the Board and the Union.

Should Acts of God require the cancellation of school, the determination of cancellation will normally be made by 6:45 a.m. Staff will be notified through the Fan-Out system.

Should the district be required to schedule an additional student instructional day(s) to meet the State requirements for membership days and/or clock hours, if a previously conducted work/instructional requirement day worked by the bargaining unit member was disallowed by the State, the bargaining unit member shall be paid an additional day's salary. If the bargaining unit member works a partial day that is disallowed by the State, he/she will be paid for the portion of the day worked.

Bargaining unit members will not be required to be in attendance when the school is closed to students due to adverse weather, mechanical failure, or other emergencies. The membership will receive their regular rate of pay for the first two (2) days that school is closed for any of the above described reasons. The membership will receive their regular rate of pay for any makeup days that are scheduled due to the above mentioned reasons in which they are required to work.

On days that the administration shall delay the start of classes or open the building(s) for extra curricular activities, for whatever circumstances, bargaining unit members shall be expected to work their regular hours.

ARTICLE 38 - RETIREMENT

Employees in this unit will receive benefits based on the State of Michigan Public Employees Retirement Plan.

ARTICLE 39 - TERMINATION AND MODIFICATION

This Agreement shall become effective July 1, 2007, and terminate June 30, 2010.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, G-4101 Clio Rd., Flint, MI 48504; and if the Employer, addressed to Dryden Community Schools, 3866 Rochester Rd., Dryden, MI 48428; or to any such address the Union or the Employer may make available to each other.

ARTICLE 40 - MISCELLANEOUS PROPOSALS

A physical examination may be required a minimum of once during the term of this contract. Board reserves the right to select physician and will assume examination costs.

DEFINITIONS

Full-time employee - an employee who normally works 35-40 hours per week year round.

Regular Part-time employee - an employee who normally works less than 35 hours during the school year.

Substitute employee - hired to cover for leaves or to fill a vacancy on a temporary basis.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

WAGE SCALE FOR CUSTODIANS

{To be recalculated based on current wages plus 1%, 1%, 1% - based from current rate}

<u>July 1, 2002 - June 30, 2003</u>	<u>Start</u>	<u>After Six (6) Months</u>	<u>After One (1) Year</u>
Custodian I (full-time)	12.43	12.97	14.03
Custodian II (part-time)	10.25	10.40	10.86

Longevity (May be collected in only one job classification.)

10 years and above	\$400.00
15 years and above	\$500.00
20 years and above	\$600.00

Sub Pay

Laid off employees replacing employees on leave shall receive the regular rate of the job they are performing. Substitute employees shall receive an hourly rate to be determined by the administration, but not to exceed the hourly rate of a part-time Custodian.

WAGE SCALE FOR FOOD SERVICE EMPLOYEES

{To be recalculated based on current wages plus 1%/2.5%/2.5% - based from current rate}

<u>July 1, 2002 - June 30, 2003</u>	<u>Start</u>	<u>After Six (6) Months</u>	<u>After One (1) Year</u>
Head Cook	11.90	12.20	12.54
Cook	10.48	10.87	11.13

All Food Service Employees will suffer no loss of pay for up to six (6) days -- consisting of one (1) Preparation Day (beginning of the year), one (1) In-Service Day to be arranged by the administration, and four (4) Cleaning/Snack Days provided such days are worked as scheduled by the Food Service Supervisor.

All head cooks/cooks that are required to transport food will be compensated at their regular hourly rate.

The district will have one cook with pay working at any function that involves the preparation of foods using district kitchen appliances.

Longevity (May be collected in only one job classification.)

10 years and above	\$400.00
15 years and above	\$500.00
20 years and above	\$600.00

BUS DRIVER DEFINITIONS, ASSIGNMENT TO RUNS,

CONDITIONS, AND WAGE SCALE

DEFINITIONS

A. REGULAR DRIVER -- A regular driver is one assigned to drive at least three (3) regular runs each school day, morning and/or afternoon.

1. Regular runs are defined as runs to pick up children, to deliver them to their school of normal attendance, and to return them home after the regular school day is completed. The Lapeer County Education and Technology Center, and any other regular programs as determined by the Employer, is defined an adjunct school, and therefore is a school of regular attendance for students of Dryden Community Schools.

2. Outside runs are defined as school runs of an occasional nature, including athletic events, class & group field trips, etc.

B. PART-TIME REGULAR DRIVER -- A driver who has completed the required probationary period and is driving two (2) or less regularly scheduled runs per day.

C. SUBSTITUTE DRIVERS -- A substitute driver is one that takes the place of a full-time driver when a full-time driver is not available to drive either his/her morning or afternoon run. (Not covered by this Agreement)

ASSIGNMENT TO RUNS

A. REGULAR RUNS – Yearly assignment to regular runs will be offered on the basis of seniority and will be made on an annual basis when possible. Barring unforeseen circumstances, the district will schedule a bid meeting at least two (2) weeks prior to the start of the school year. The driver with the most seniority will have first choice of regular runs. Once an assignment is made, the assigned driver may not be bumped from his or her run by a driver with more seniority. If a driver is unable to do his or her assigned run, it is the driver's responsibility to notify the transportation supervisor at least one week in advance to have another district approved driver to cover the run. A regular driver is to contact the transportation supervisor at least one hour in advance in the case of illness or emergency when possible. The transportation supervisor will be responsible for arranging for a substitute driver.

B. OUTSIDE RUNS

1. The Employer will maintain an outside run rotation list. Drivers will be given the opportunity to be placed on the outside run rotation at least two weeks prior to each athletic season, for a total of three times per year. In the event an insufficient number of drivers sign up for the outside run rotation, the Employer shall have the right to assign runs to all eligible bargaining unit drivers beginning with the least senior driver and rotating from the least senior to the most senior driver.

2. Runs will be offered to those regular drivers who have elected to be on the outside run rotation list on a rotation starting with most senior driver. For each subsequent outside run, the rotation will begin with the next most senior driver on the outside run rotation list. Barring unforeseen circumstances, the district will schedule an outside run bid meeting at least two (2) weeks prior to each athletic season. Outside runs scheduled after each bid meeting will be offered to those regular drivers on the outside run rotation list starting with next most senior driver after the bid meeting.

3. In the event a driver cannot make an assigned outside run, said driver will notify the transportation supervisor at least one week in advance when possible. Notification of illness or emergency situations should be given as early as possible. The transportation supervisor will be responsible to arrange another driver for the run.

4. Newly hired drivers will be placed on the outside trip rotation after thirty (30) days, at the driver's request. Outside trips will be offered to regular drivers, including part-time drivers, on the outside run rotation list before being offered to substitute drivers.

C. When a regular run becomes vacant or a new regular run is scheduled by the Employer during the school year, the Employer will post said vacancy for the term of one week. The employer will schedule a bid meeting at the end of the posting period and at a time when no bus runs are scheduled. Drivers wishing to change to the posted vacancy may indicate so **at** the bid meeting. The vacant run and all subsequent vacancies created will be offered according to seniority, and assigned to the most senior driver requesting the new assignment at the bid meeting.

D. If during any bid meeting all runs are not bid upon by established regular drivers, the Employer has the right to assign the additional runs to a new driver(s). If no new drivers are available, the runs may be assigned to regular drivers, beginning with the least senior driver. In any circumstances, individual drivers will not be assigned any more than five (5) regular runs per day unless they agree to the additional assignments.

CONDITIONS

A. Regular bus drivers and their members shall have the right to use the school building facilities and equipment at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

B. All bus drivers are required to go to bus drivers' school and meet all relevant requirements of the Michigan Vehicle Code.

C. The Employer is to give drivers at least twenty-four (24) hours notice, when possible, for all outside runs. The driver is to know the destination and time of the trip before the start of the run.

D. If an outside run must be cancelled, the Employer will make every effort to cancel the run in a timely fashion. If an outside run scheduled for a regular driver, who would then miss his or her regular run, is cancelled at least 24 hours in advance, the regular driver returns to his or her regular run and the substitute driver is cancelled. In the event that an emergency dictates that an outside run be cancelled with less than 24 hours notice, the regular driver will take their regular run at their regular pay and the substitute driver is excused from the run and is paid one-half (1/2) of the substitute rate for that run.

E. When a bus is used for an outside run, the Transportation Supervisor will determine the bus to be used, set the time for the bus to leave, and the time to meet back at the bus for the return trip. When on an outside run, the driver is to remain with the group being transported. The driver will be allowed to leave the group briefly to secure his or her lunch for a reasonable duration, as long as his or her departure from the site does not create a hardship on the group being transported. When leaving for lunch the driver is to notify the chaperones as to where they are going, and how they can be reached in the event that there is an emergency.

F. No bus driver will be forced to drive a bus that is in need of repairs, especially brakes and steering.

G. Drivers are to inspect their vehicles on a daily basis and complete Driver's Daily Bus Check form for submission to the Transportation Supervisor to report any necessary repairs to be performed on their using the Bus Repair Request form. Drivers are also responsible for keeping the interior of the bus cleaned in a safe and appropriate manner. This shall be considered housekeeping of the vehicle. These responsibilities also apply for drivers on outside runs.

H. Drivers are to keep the exterior of the assigned bus properly cleaned as directed by their supervisor. Poor weather conditions may preclude a driver from washing a bus; however, bus safety cleaning measures must be maintained at all times.

I. On runs of excessive time or distance (exceeding 150 miles one way), when the fatigue of the driver may be a factor of safety, the Employer will send an additional driver on the run. Special circumstances may dictate that the district send two (2) drivers to ensure the safety of the students and driver.

J. A driver may not be assigned to more than one outside run at overlapping times.

K. Drivers will be paid for mandatory drug and alcohol testing at hourly rate times 1.5 hours per employee for each required test.

L. A regular run equals the regular hourly rate times the actual driving time of the run plus 10 minutes for pre-tripping.

M. Minimum regular run equals the regular rate times .75 hour. All runs will include 10 minutes for pre-tripping. The Employer will establish the length and subsequent pay rate of each regular run prior to the initial fall bid meeting. The bus driver union steward or Union Chapter Chairperson will be consulted during the establishment of the pay rate for each run. The length of each run will be rounded up to the nearest quarter hour. The pay rate for each run will be available at the time of the fall bid meeting. The pay rate for each run established by the Employer will remain in effect until such time as changes to the run have extended the length of the run beyond the next quarter hour. Drivers may request that the Supervisor reevaluate the run length if the run is significantly altered by the Employer. Two consecutive runs that result in downtime of at least 10 minutes, but not over 20 minutes, will be paid at an additional .25 hour at the downtime rate.

N. The district will have mandatory meetings with bus drivers, at no expense to the district, for up to a total of five (5) hours per school year. For any meetings beyond the five (5) hours for the school year, the district will agree to pay the drivers at the downtime rate per hour per employee for attending mandatory meetings.

O. Drivers will be paid for up to two (2) hours per run at the downtime rate per hour to check their runs and turnarounds at the beginning of the school year.

P. Drivers will fuel buses on site as directed by the transportation supervisor and be paid the down time rate times .25 hour.

Q. **CLASSIFICATION AND RATES** {Final rate will be the current wages plus 1%/2.5%/2.5 - based from current rate} **July 1, 2009 – June 30, 2010**

BUS DRIVERS	Regular Run	\$16.36 per hour
	Outside Trips	\$12.55 per hour
	Down Time	\$ 9.21 per hour

1. Bus drivers will be paid up to fifty dollars (\$50) for attending bus driver school. The district will pay mileage to one vehicle per driver school event that is attended by drivers from Dryden Community Schools.

2. The Employer will reimburse bus drivers at actual cost up to fifty dollars (\$50.00) for required physical and T.B. test.

3. Reimbursement of monies spent while on a trip or for repairs will be made as soon as driver turns bill in.

4. Bi-weekly pay days (twenty [20] pay days).

5. In recognition of years of service to the district, a severance payment will be made upon Board acceptance of driver's retirement or separation according to the schedule:

<u>10 years and above</u>	<u>15 years and above</u>	<u>20 years and above</u>
\$300.00	\$400.00	\$500.00

6. Full reimbursement of fees associated with the CDL and Chauffeur endorsement on the driver's license of all bus drivers. Drivers will be responsible for the costs of all other endorsements on their license.

7. Internal/external housekeeping of bus will be paid at the down time rate times .25.

8. Drivers will be paid the downtime rate times 1 hour for washing the exterior of their bus. Bus must be washed to receive pay.

9. Longevity:

<u>10 years and above</u>	<u>15 years and above</u>	<u>20 years and above</u>
\$400.00	\$500.00	\$600.00

10. Drivers of regular runs will be reimbursed for the use of personal cell phones at a rate of \$12.00 per month during the school year. Reimbursement for cell phone use will be made once a year, after the conclusion of the school calendar.