

AGREEMENT

BETWEEN

THE

DOWAGIAC UNION SCHOOL DISTRICT

AND THE

**BERRIEN-CASS EDUCATION ASSOCIATION/
DOWAGIAC UNION EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION,
MEA-NEA**

JULY 1, 2005 - JUNE 30, 2008

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AGREEMENT

This Agreement entered into this 6th day of February, 2006 by and between the DOWAGIAC UNION SCHOOL DISTRICT, Dowagiac, Michigan, (hereinafter referred to as the "Employer"), and the BERRIEN-CASS EDUCATION ASSOCIATION/DOWAGIAC UNION EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA, (hereinafter referred to as the "Union").

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

PURPOSE AND INTENT

Section 1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

Section 2 The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE II

RECOGNITION

SECTION 1

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

DEFINITIONS:

- A. For the purpose of this Agreement, a full-time employee is one who is normally scheduled to work an eight (8) hour day or forty (40) hour week, fifty-two (52) week year.

- B. A regularly scheduled employee is defined as one who is normally scheduled on a daily basis; however, whose work assignments may vary between four (4) and eight (8) hours per day, five (5) days per week (36 week minimum). **Bus drivers schedule must include a minimum of two K-12 routes and include both an am and pm route to be considered a full-time employee.**

EXCLUSIONS:

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

SECTION 2

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

SECTION 3

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

SECTION 4

Employees shall be represented by Union Stewards or, in the absence of the regular Steward, by an Alternate Steward or other designated Union representative. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer the names of Stewards and Alternate Stewards no later than five (5) workdays following their election or appointment. Should the Stewards be required to attend a meeting called by the Employer during working hours, they shall suffer no loss of pay thereby.

- 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). Bus drivers schedule must include a minimum of two K-12 routes and include both an am and pm route to be considered a full-time employee.

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SECTION 5

The Employer and the Union agree that they will in no way discriminate against or between any bargaining unit member covered by this Agreement because of their race, color, creed, sex, religion, age, nationality, marital status, physical characteristics or handicap, political belief, or place of residence. Furthermore, the Employer or its agents and the Union, its agents or members, shall not discriminate against any employee because of his/her exercising those rights.

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1

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

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, discipline and discharge employees with just cause, 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.
12. When suspensions are imposed and a loss of pay is incurred, as permitted per the contract, management will specifically state the number of days and the dates the suspension will be served. Further, it is understood that a suspension without pay may be imposed on a paid holiday as long as the day/dates are specified.

ARTICLE IV
UNION RIGHTS

SECTION 1 – AGENCY SHOP

A. Service Fees

Each bargaining unit member shall, as a condition of employment:

1. On or before sixty (60) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or
2. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

B. Objections Policy

Pursuant to Chicago Teachers Union v Hudson, 106 X Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing

deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance to the District-approved financial program, annuities, healthcare programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

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.

SECTION 5 – UNION PRIVILEGES

- A. Use of school facilities and equipment – The local Union may, upon written request, use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use, to conduct Union business. The District reserves the right to charge fees consistent with established District rate structures.
- B. Bulletin Boards and School Mails – The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union

shall also have the right to use internal school mails to distribute Union material.

- C. Information – The employer agrees to furnish upon written request to the Union all available information, which may be necessary for the Union to process, any grievance or complaint.
- D. Union Privileges – The Union shall have 10 days or 80 hours annually of leave time for the purpose of transacting Union business or attending Union meetings or training. The Union shall access this time by written notice to the Employer by the Union President with at least 48 hours advance notice except in extenuating circumstances. Any Union member authorized to use such leave time will be compensated at their normal rate of pay for all such days and/or hours. The Employer shall provide billing to the Union so that reimbursement can be made to the district. Such billing shall be for the actual costs to the Employer for the members leave time.

ARTICLE V

EMPLOYEE RIGHTS

SECTION 1 – FILES & RECORDS

- A. Employees shall, upon proper written notification to the Superintendent, be permitted to review the contents of their personnel files.
- B. Employees shall, upon written request, be given copies of all materials which are placed in their personnel files, except for credentials.
- C. Any employee who disagrees with the information contained in his/her personnel file may submit a written statement explaining the employee's position. This statement shall be included whenever information is divulged to a third party.
- D. When material to be placed in the file is illegal and/or in-factual, the material will be corrected or expunged from the file, whichever is appropriate.

ARTICLE VI
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(s).
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

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

Any alleged violation will be presented to the employee's respective supervisor or building principal for the purpose of attempting to correct the alleged violation without further proceedings. Any employee or group of employees who have an alleged violation must present it to the supervisor or building principal within five (5) regularly scheduled workdays after the occurrence of the event upon which the alleged violation is based. The employee's supervisor will investigate and report his/her disposition of the alleged violation within five (5) regularly scheduled workdays after it has been made to him/her. In the event the alleged violation is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply.

SECTION 2 - FIRST STEP

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

SECTION 3 - SECOND STEP

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

SECTION 4 - THIRD STEP

If, at this point, the Union is not satisfied with the disposition of the grievance at the Second Step and intends to appeal, it shall so notify the Superintendent of Schools in writing within five (5) regularly scheduled workdays after the Superintendent's written reply to the Second Step. Within ten (10) regularly scheduled workdays after the

Superintendent's reply has been received, the grievance shall be reviewed at a meeting between the Board of Education or its designated representatives and the Union or its designated representatives. A written answer shall be given by the Board of Education within ten (10) regularly scheduled workdays after the date of the Board hearing. Individual employees shall not have the right to process a grievance to the Fourth Step without the endorsement and approval of the Union.

SECTION 5 - FOURTH STEP

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

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

SECTION 6

Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

ARTICLE VII

STRIKES AND LOCKOUTS

SECTION 1

The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a strike, work stoppage, refusal to work, slowdown, or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

SECTION 2

Any employee, group of employees, or Union steward who instigates, aids, or engages in a strike, work stoppage, refusal to work, slowdown, or any other concerted interference with the operations of the Employer may be disciplined or discharged within the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such prescribed activities shall be subject to the grievance procedure. If, however, the question is submitted to MERC for review, the matter shall not be subject to further processing through the grievance procedure.

ARTICLE VIII

SENIORITY

SECTION 1

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

SECTION 2

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

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

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

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.

- d. If he/she is absent for two (2) consecutive regularly scheduled workdays without notifying the Employer within such two (2) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- e. If he/she fails to request a leave of absence, accepts employment elsewhere while on a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Employer that it was impossible for him/her to return to work at the expiration of such leave or vacation.
- f. If he/she has been laid off for lack of work for a continuous period of time in excess of twelve (12) consecutive months.

SECTION 5

When it becomes necessary to lay off employees due to lack of work or funds or to reduce the size of the work force, student, temporary, probationary, and part-time employees will be the first to be laid off in all classifications and then such employees within those classifications with the least seniority, providing the remaining employees are available and can satisfactorily perform the available work within a break-in period not to exceed five (5) workdays but without training. Any employee who is laid off or has his/her job eliminated shall be allowed to use seniority within their department to displace or bump any person with less seniority.

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

SECTION 6

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

SECTION 7

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

- a. It is expressly understood that the Employer reserves the right to disqualify an employee's job bid, with the disqualification notice to be sent to the employee within five (5) workdays.
- b. BIDDING
 - (1) Bidding Within Classification: Bargaining unit members will be given consideration for any position they apply for within their current classification (e.g. (1) mechanic, (2) bus driver (3) bus aide or (4) maintenance utility and custodian). The Employer will consider each applicant's education, training, experience, work history and the job qualifications contained in the job description in evaluating the applicants. The most senior bidder within the classification will be awarded the job provided the bidder possesses the qualifications contained in the job description.
 - (2) Bidding Outside Classification: Bargaining unit members may apply for positions outside their current classification. If, in the judgment of the Employer, the qualifications of a bargaining unit member and an applicant from outside the bargaining unit are equal, the senior bargaining unit member will be awarded the job, provided he or she possesses the qualifications contained in the job description.
- c. It is understood and agreed that the Employer shall have the right to temporarily transfer drivers from one route to another when it is necessary to readjust assignments to properly provide transportation for the school children. It is understood and agreed that if an employee is temporarily transferred for the convenience of the Employer under the provisions of this subsection to a route that involves fewer hours of work than the route from

which he/she was transferred, such employee shall suffer no reduction in pay by reason of such temporary transfer.

- d. It is also understood and agreed that in the event an employee is temporarily transferred for the convenience of the Employer under the provisions of this Agreement, the employee will be paid at the higher of his/her existing rate and of that of the position so assigned, providing the employee is totally capable of performing all work and responsibility of that position.
- e. All employees in the bargaining unit shall be allowed to bid on new or vacant positions where no change in rate of pay or duties will occur or where there will be less pay, once each fiscal year. This shall be in addition to the route bidding process at the beginning of the school year, outlined in SECTION 8 of this Article. Vacancies created by a move of an employee to such a position shall not be posted but shall be assigned by the Employer.

SECTION 8

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

- a. Bus drivers shall be notified of the posting and bidding process on or before one week prior to the first scheduled day for students.
- b. The first in-service meeting for bus drivers shall be held on the workday of the first scheduled teachers' in-service day.
- c. The route bidding process will take place one week prior to the Monday before opening day. Only unit members will be allowed to bid, and those unit members must have reasonable expectation of being available for work before the end of the first semester.
- d. The most senior bus driver will bid first and select the desired routes (regular education, special education, vocational education, kindergarten, or any combination thereof) with the combination of routes falling within the eight (8) hours per day timeframe. After authorization/award of route assignment has been made by the Supervisor, the next senior driver will do the same, repeating this process until all drivers on the seniority list have selected their desired routes and the assignments are completed. The bidding will then be closed.
- e. However, an employee who, through no fault of his/her own, and has both indicated his/her intent to return to work and will be available to work the first thirty (30) days of school, is unable to attend the first in-service meeting will

be allowed an appeal to have his/her name entered in seniority order in the route bidding process provided that:

1. The employee has notified the Employer prior to the first in-service meeting of his/her inability to attend the meeting and/or;
 2. The employee has notified an elected Union officer prior to the first in-service meeting of his/her inability to attend the meeting.
- f. Summer bus runs shall continue to be bid as in the past using seniority as a basis for awarding such runs. Drivers must be able to provide the district reasonable assurance by May 15 that they will be available to drive such runs in order to bid, and any driver who is not reasonably available shall be removed from the run and it shall be reassigned to the next senior bidding employee.

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

SECTION 9

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

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

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

- a. An employee (bus driver) electing this option, who notifies the Supervisor of Transportation of his/her interest in all field trip opportunities and assignments, must do so in writing not later than the last scheduled school day prior to Christmas break; and
- b. An employee (bus driver) electing this option will be placed at the bottom of the field trip opportunities and assignments list, regardless of seniority; and
- c. An employee (bus driver) who removes his/her name from the field trip opportunities and assignments list at any time during the current school year will be excluded from the list for the remainder of the current school year.

A. Field trips will be classified as follows:

- 1. Sports trips, which take place Monday through Friday.
- 2. Class trips, which take place Monday through Friday.
- 3. Saturday/Sunday trips, which can be sports or class trips.

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

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

- B. Drivers may trade chosen field trips within the same classification provided the Supervisor of Transportation is notified in a timely manner.
- C. Open field trips are those not chosen by drivers less than twenty-four (24) hours before the scheduled departure time; or, field trips whose driver is either absent or has canceled out; or, field trip requests received by the Transportation Office less than twenty-four (24) hours before the scheduled departure time. Open field trips will be posted on the blackboard in the Bus Garage lounge and are available in rotation by seniority. Should no Regularly Scheduled driver request the Open field trip, that trip may be assigned to a substitute driver, and as a last resort will be assigned to the regular driver with the least seniority by the Supervisor. If the field trip assigned by the Supervisor has fewer hours than the driver's regular route, thus earning less money, then the regular run hours and money shall be paid.
- D. A field trip choice canceled by the driver will not be compensated for, and the driver loses that turn in rotation.

- E. Driving rate of pay will be paid on all field trips where the driver is required by the sponsor/teacher/coach to run the bus for heat. The sponsor/teacher/coach must sign the driver's trip report attesting to this request. All other times the bus driver is not driving, he/she will be paid layover rate of pay and, during such times, will stay within reach of the sponsor/teacher/coach at the location or within sight of the bus.
- F. In the event the field trip is canceled on Monday through Friday at such a late time that the driver is unable to run his/her regular route, the driver shall be paid his/her regular route hours and money.
- G. Should a field trip be canceled on a timely basis, the bus driver who chose that field trip will be assigned to the next available field trip within the same classification.
- H. Should a canceled field trip be rescheduled on a timely basis, the bus driver who chose that field trip will retain that field trip.

ARTICLE IX
AUTHORIZED ABSENCE

SECTION 1 - SICK LEAVE

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

5. The employee must present to the Employer a certificate from a doctor (M.D. or D.O.) certifying the nature of any illness or injury necessitating any absence which:
 - (a) exceeds two (2) consecutive workdays;
 - (b) occurs on the employee's last scheduled workday before and/or after the employee's regular vacation or school break;
 - (c) occurs on the employee's last scheduled workday before and/or after any of the holidays specified within this contract;
 - (d) the doctor's certificate must also specify the date the employee's physical condition was such that he/she was unable to work and the date upon which the employee is able to return to work.
6. In the event a known absence from work is necessary under the sick leave procedure which either exceeds five (5) or more working days (such as surgery, etc.), or for an appointment, such request for sick leave pay should be submitted by the employee five (5) days prior to the anticipated absence.
7. The employee shall submit the signed application for paid sick leave on the day he/she returns to work following such leave. Exceptions will not be honored.
8. The employee may not apply for sick leave pay when absence from work is related to a Worker's Compensation claim and the employee is currently receiving Worker's Compensation benefits.
9. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved. Excessive or unwarranted use of this benefit is subject to question and discharge. Sick leave absences claimed by the employee to engage in any type of self-employment or gain will be treated as falsification of records, and the employee is subject to immediate discharge.
10. The Employer reserves the right to require doctor verification of alleged illness whenever abuse is suspected or excessive absenteeism has occurred.
11. Special Conditions on Use of Sick Days Applicable to Bus Drivers Only:
 - (a) If a bus driver has been absent purportedly for personal or family illness, whether having used paid sick leave or has been absent without pay because accumulated sick leave had been exhausted or

was not used, for a total of nine (9) days by taking a day or two at a time within the preceding twenty-four (24) months, that bus driver will not be eligible to use paid sick leave without a written doctor's certificate verifying the nature of the illness or disability based on personal examination by the doctor as the first day of the employee's absence.

- (b) Furthermore, if the bus driver has been absent purportedly for personal or family illness, whether having used paid sick leave or has been absent without pay because accumulated sick leave had been exhausted or was not used, for more than nine (9) days within the prior twelve (12) months, the bus driver must provide a written doctor's verification of the nature of the illness necessitating absence for each day of the absence commencing with the first day.
 - (c) If a bus driver fails or refuses to provide the doctor's certificate required by this subsection, he/she shall be subject to discipline up to and including discharge without recourse through the grievance procedure.
- C. Earned paid sick leave credits as provided for employees in this article shall be accumulated from year to year for a period not to exceed one hundred thirty-two (132) days. An employee may use the current sick leave plus that accumulated earned sick leave prior to July 1. In the event that any sick leave is not used during his/her year of employment, the sick leave shall accumulate for future use until the employee has reached the maximum.
 - D. All sick leave not used after reaching the maximum shall be forfeited at the end of the school year in which it was granted. All employees will be granted the number of days sick leave according to their employment during the school year (9 months - 9 days, 12 months - 12 days).
 - E. The Employer will pay Twenty-Five Dollars (\$25) per day for unused accumulated sick leave to all bargaining unit employees upon retirement after ten (10) years or more of satisfactory service with the Dowagiac Union School District. Employees must qualify under the rules of the Michigan School Employees Retirement System.
 - F. Good Attendance Reward: Any employee who regularly works at least four (4) hours per day, who has accumulated at least ten (10) sick leave days, and who is not absent from work for any reason in this Article for more than one (1) day during the period from July 1 through the end of the first semester, or during the period from the beginning of the second semester through June 30, shall be granted an additional Three Hundred Dollars (\$300.00) per semester. If an employee uses one (1) or two (2) days of sick leave for funeral leave for a death in the immediate family, these days shall not count against the one (1) day limit.

SECTION 2 – LEAVE OF ABSENCE

An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons up to a maximum of three (3) months without pay and shall maintain, but not accrue, seniority, provided he/she obtains advance written permission from the Employer. Application for such leave must be in writing on the form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment, and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be discharged.

SECTION 3 - JURY LEAVE

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

SECTION 4 - FUNERAL LEAVE

Absences of not more than two (2) 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, stepson, daughter, stepdaughter, father, mother, stepmother, stepfather, mother-in-law, father-in-law, brother or sister. Three (3) additional days may be taken if deemed necessary. These three additional days will be charged to the employee's sick leave days accumulated provided the employee has sufficient unused sick leave credits. If not, vacation days or 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 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, vacation days or personal leave without pay will be in effect.

SECTION 5 - MILITARY LEAVE

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

Leave of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee makes written requests for such leaves of absences immediately upon receiving his/her orders to report for such duty.

SECTION 6 - MATERNITY LEAVE

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

SECTION 7 - GENERAL ILLNESS OR ACCIDENT

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

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

SECTION 8 – PERSONAL BUSINESS DAY

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

employee classification. The Business Manager's decision to grant or deny a personal business day shall be final and shall not be subject to the grievance procedure.

ARTICLE X

WAGES, HOURS AND INSURANCE

SECTION 1

The job classifications and applicable rates of pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

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

SECTION 2

The normal workday for custodial, maintenance, utility, and mechanics, with the exception of bus drivers, shall be that of eight (8) hours, and the normal work week shall be that of forty (40) hours, Monday through Friday, both inclusive. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

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

First-shift employees shall have one (1) hour unpaid lunch period (except for maintenance and utility employees who will have a one-half (½) hour unpaid lunch period) and second shift employees shall have a one-half (½) hour unpaid lunch period at or near the mid-point of their workday except during school holidays and summer month periods when all employees shall be granted a one-half (½) hour unpaid lunch period. All lunch periods are to be recorded on the employee's timecard. Employees shall be entitled to a

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

- b. All employees are expected to be at their assigned post at their regularly scheduled starting time. Employees are required to punch-record the starting time of their workday, out at the beginning of their lunch period, in at the end of their lunch period, and out at the end of their workday. During any time they leave their assigned work station they are to punch-record and when they return to their proper work station they are to punch-record.
- c. Break period(s) for utility and/or maintenance employees are to be taken at the building or work location where they are then working. Other labor classifications will take their break periods at the building location.
- d. Time and one-half the employee's regular straight time hourly rate will be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in one (1) week and for all hours worked on Saturday. Double time will be paid for all hours worked on Sundays and holidays. Triple time will be paid for all hours worked on Thanksgiving, Christmas, and New Year's Day. Said double or triple time shall be in addition to any Holiday pay the employee is eligible to receive. Overtime provisions will not apply to regular third shift hours that may fall on Saturday or Sunday.
- e. 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.
- f. When overtime is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equally as is practicable among employees within the same classification, crew, or location where the overtime work occurs. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible. Therefore, employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee shall be expected to work the required overtime requested unless the employee is excused by his/her immediate

supervisor. Overtime will be offered to regular employees before substitutes unless there are extenuating circumstances to prevent regular employees from performing the overtime work.

- g. Mechanics, maintenance and custodial employees who are called in to perform work at a time other than that for which he/she had been previously scheduled shall be guaranteed a minimum of two (2) hours of pay at time and one-half the employee's regularly straight time hourly rate of pay.
- h. It is understood that the employee is to punch-record actual time worked. The Employer is to calculate wages earned based upon actual minutes worked as reflected on employee's time card. Punch-in time is determined by the supervisor. In the event the employee is late for his/her assigned reporting time, such time will be deducted by tenths of an hour. An employee cannot make up hours for hours lost due to lateness or other absence. Overtime will not be paid for early punch-record time unless so authorized. In any event the employee is not to punch-record his/her arrival time more than ten (10) minutes prior to the assigned shift starting time.
- i. Bus drivers are to punch in when leaving the lounge area for their bus route and to punch out when returning to the lounge after their route. All paperwork is to be completed before leaving the bus unless the driver needs to confer with the supervisor to fill out the paperwork. Bus drivers are to punch in and leave the lounge area six (6) minutes prior to their normally scheduled departing time as per their authorized punch-in for the purpose of pre-trip inspection of the bus.
- j. The Supervisor of Transportation or authorized designee has the right to determine the normal run time of a given bus route, setting the starting and returning time. If the employee returns earlier than the normal time, he/she shall be paid the normal time. If the employee returns later than the normal time, he/she will be paid normal time unless the additional time is approved by the Supervisor. Should substantial changes in the conditions under which the established time was arrived at occur, the bus driver may request and/or the Supervisor may make a reassessment of the required time to make the run.
- k. Bus drivers will be paid actual time for cleaning the bus, including seat taping and window cleaning. Bus cleaning must be done at the bus lot. A driver's regular bus is to be cleaned after the last run of the day. Any other bus used by a driver is to be cleaned by that driver when that bus is returned to the bus lot (kindergarten, spares, field trips, etc.) Drivers shall not be required to wash their buses.

- l. 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.
- m. The Employer shall establish a two (2) hour minimum call-in pay at regular straight time rate of pay for all bus drivers who are called back to perform a special or shuttle run. This shall not apply when the special or shuttle run is immediately preceding or following a scheduled run.
- n. Hiring and probationary rates are fifteen cents (\$.15) less than the regular rates for the life of this Agreement. If an employee is hired as a full-time or regularly-scheduled employee and such employee worked as a substitute or part-time employee in the same classification, he or she shall not be given credit against his/her probationary period for such time worked.
- o. In the event present employees have a classification other than those listed, they will be changed to the appropriate classification.
- p. Custodial, maintenance, utility and, mechanical employees will be paid their regular hourly rate of pay for in-service meetings, and bus drivers will be paid their driving rate of pay.
- q. 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.
- r. In the event a regularly scheduled route includes a separate run of less than one (1) hour, a minimum of one (1) hour's pay will be paid.

SECTION 3 - INCLEMENT WEATHER

- a. The Maintenance/Custodial Supervisor may dismiss the maintenance/custodial staff that is on duty and, if dismissed early for inclement weather, they will be paid for their full shift.
- b. Bus drivers will be given their first run or one (1) hour's pay (whichever is greater) of their morning route if school is not called off before the drivers' punch-in time.

- c. If the driver has arrived at the bus garage within fifteen (15) minutes prior to his/her punch-in time but after school has been called off, he/she will be granted one (1) hour's time.
- d. If school is to be called off, the Transportation Supervisor or his/her designee shall be responsible to make the contact with one of three designated drivers (and register the time of the contact), who will then be responsible to call their fellow drivers that school has been called off.
- e. The School District agrees that in the future, on days in which the start time of the school day is delayed, the decision to delay the start of the day and the driver "fan-out" will be implemented as early as possible. If the decision to delay the start of a school day is not made in time to begin the "fan-out" notification procedure by 6:00 a.m., then each driver will be paid one (1) hour's pay, regardless of whether school is subsequently held or cancelled. In addition, if the decision on whether to hold school or cancel school after the delay is subsequently not made within the period of time after 6:00 a.m. equal to the length of the announced delay, the drivers shall be paid one (1) hour's pay, regardless of whether school is held or cancelled. For example, if the announced delay is for 90 minutes, the decision to hold or cancel school would have to be made before 7:30 a.m. or the drivers would receive one (1) hour's pay.

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

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

- f. There shall be no loss of pay for those employees who are expected to report to work during inclement weather or other emergencies but cannot do so when the Superintendent or designee receives official notification from the police or authorities mandating all vehicles stay off the roads.

SECTION 4 - GROUP HOSPITALIZATION INSURANCE

- a. Board of Education will contribute \$1000/mo. per qualified FTE for the purpose of providing a health insurance pool to the membership. Only bargaining unit members who qualify for insurance are eligible (12 month employees/ 12 months contributions, 10 month employees/10 months contributions). Bargaining unit bus drivers hired after 7/1/07 will only be eligible for one –half the board contribution (07-08 \$500/fte).
- b. The Board of Education will not pay Group Health Insurance premiums for the Employee's spouse and/or children if they are covered by another, or the same, Group Health Insurance plan. It is the employee's responsibility to be properly enrolled for all insurance coverage. The terms and conditions of the policies shall control with respect to all benefits.
- c. If the District employee is covered by the spouse's policy, the District will allow the employee to select options determined by the association.
- d. The Employer shall establish and maintain a plan pursuant to Section 125 of the Internal Revenue Code which will provide employees with an option for non-taxable health insurance benefits.

ARTICLE XI

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, Memorial Day, Independence Day, Labor Day, 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/her full shift the day preceding and the day following the holiday, unless absence is caused by a worker's compensation injury or approval is given by the Business Manager upon a written request for such absence.

SECTION 2

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

- a. Christmas Day, New Year's Day, Memorial Day, Labor Day, and 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. Bus drivers who drive on Independence Day shall receive double time for actual hours worked on that day.

- b. Holiday pay for regularly scheduled (bus drivers) employees is to be calculated on the basis of hours normally worked.

SECTION 3

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

SECTION 4

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

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

SECTION 5

To be eligible to receive holiday pay, all full-time and regularly scheduled employees must have completed his/her probationary periods and have worked his/her regularly scheduled workdays on the scheduled workdays preceding the holiday and his/her regularly scheduled workday on the scheduled workday following the holiday unless such day or days occurred during the employee's regularly scheduled paid vacation period or unless such employee submitted reasons in writing seven (7) days prior to the holiday and approval was granted by the Business Manager from working part or all of the hours he/she was scheduled to work on such days.

SECTION 6

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

ARTICLE XII
VACATIONS

SECTION 1

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

YEARS OF SERVICE	VACATION HOURS
One (1) through Five (5) Years	Eighty (80) Hours
Six (6) through Eight (8) Years	Eighty-Eight (88) Hours
Nine (9) Years	Ninety-Six (96) Hours
Ten (10) Years	One Hundred Twenty (120) Hours
Eleven (11) Years	One Hundred Twenty-Eight (128) Hours
Twelve (12) Years	One Hundred Thirty-Six (136) Hours
Thirteen (13) Years	One Hundred Forty-Four (144) Hours
Fourteen (14) Years	One Hundred Fifty-Two (152) Hours
Fifteen (15) Years & Over	One Hundred Sixty (160) Hours

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

SECTION 2

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

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

SECTION 3

All vacation time is subject to supervisor approval. Employees shall be required to submit to the Employer a written request indicating their proposed time off for vacation purposes at least 45 calendar days prior to the start of such anticipated vacation. If an employee wants to use up to five (5) days of vacation, a request may be made at any time, and the day(s) may be approved by the maintenance supervisor at his discretion. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, preference will be given to the employee with the greatest seniority. The Employer must answer all employee requests for vacation leave within five (5) calendar days of receipt of such request.

ARTICLE XIII
HEALTH AND SAFETY

SECTION 1

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

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

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

SECTION 2

Employees must immediately report to their supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Employer.

SECTION 3

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

SECTION 4

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

SECTION 5

A safe, lockable storage place will be provided for each employee.

SECTION 6

The Employer shall agree to a ten (10) minute clean-up time for employee to clean chemicals and self and clothing when necessary.

SECTION 7

Qualified Public Safety Personnel will be called onto the premises in the event of a bomb search and evacuation of a building. If employees are asked to assist, they are required to do so.

ARTICLE XIV

GENERAL

SECTION 1

Appended hereto and made a part hereof as Appendix B are the provisions with respect to just causes for disciplinary action and discharge. The Employer shall have the right to make such additional rules and regulations not in conflict with this Agreement as it may from time to time deem necessary.

SECTION 2

It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his/her job responsibilities. Any license required must be kept valid and up to date to qualify for continued employment. The cost of the license shall be paid by the Employer within thirty (30) days upon receipt of the license.

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

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

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

SECTION 3

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

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

SECTION 4

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 5

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 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

The Employer shall develop and provide to each employee a job description, when changes occur or new positions are added.

SECTION 10

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

SECTION 11

Post employment costs for fingerprinting and criminal backgrounds associated with state or federal mandates for existing bargaining unit employees will be covered by the employer unless specifically designated otherwise.

ARTICLE XV

PROFESSIONALISM

The Board of Education and Association agree that professionalism is a common interest and an important concern.

SECTION 1

If Association members voluntarily serve on District-Wide and Building School Improvement Teams, they will be compensated at their regular rate of pay for such service and relevant member's classification topics would be included on the school improvement team's agenda.

SECTION 2

If the district provides uniforms, there will be flexibility as to what items an Employee will order from the following:

- a. Tee shirts
- b. Sweatshirts
- c. Regular work shirt/polo
- d. Pants/Short pants
- e. Jacket
- f. Hats

The administration will consider input as to the style of uniform prior to ordering.

SECTION 3

Pride in Work is mutually important and both parties recognize that enough time will be allowed for the Employee to complete assigned tasks, Employee input into how to accomplish assigned tasks should be encouraged. Employee recognition for productive suggestions should exist to encourage greater Employee involvement and cooperation.

SECTION 4

Employees are encouraged to seek professional development/skill improvement activities. Professional development and skill improvement activities will be at the Employer's expense, if Employer approves. If state certification is required the Employee shall be compensated for expense incurred in obtaining certification and compensated while utilizing certification/performing work requiring certification (see Page 47, Section 1).

SECTION 5 – WORK SITE BREAKS

Whenever possible, Employees are expected to take work-site breaks, and plan for assigned tasks therefore eliminating downtime and inefficiency. The 15-minute break time is inclusive of any travel.

SECTION 6 – VEHICLE UPKEEP

When necessary, time will be provided to clean vehicles and equipment. Employees will be given adequate training prior to operating any equipment.

ARTICLE XVI EVALUATIONS

The purpose of the evaluation is to monitor work performance and improve future performance.

SECTION 1 – MONITORING

All monitoring or observation of the work of each bargaining unit member shall be documented. Each bargaining member understands and acknowledges that this monitoring is ongoing.

SECTION 2 – OBSERVATION

Bargaining unit member observations may be formal and/or informal. Observations shall be for periods of time that accurately sample the bargaining unit member's work. A post-observation conference shall be held following a formal observation if there are concerns with the bargaining member's work. A copy of the written observation shall be given to the employee at the time of the conference or within ten (10) days thereafter.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be informed of the specific criteria upon which he/she will be evaluated and given a copy of the evaluation form. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Union, and are a part of the job performed.

Work outside of the bargaining unit member's normally assigned duties shall not be evaluated.

SECTION 3 – WRITTEN EVALUATIONS

Evaluations shall be written by the bargaining unit member's immediate supervisor and shall be conducted annually or by June 30. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

SECTION 4 – EVALUATION CONFERENCES

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

SECTION 5 – CONCLUSION

Each bargaining unit member's evaluation shall include, at the conclusion of the report, the statement: "Considering all factors, the work performance of this bargaining unit member is: Satisfactory Unsatisfactory (✓ one)."

ARTICLE XVII

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 are available to each employee and to provide the new employees entering the employment of the Dowagiac Union School District with a copy. The cost, in order to comply with the preceding statement, is to be split between the Dowagiac Union School District and the BCEA/DUESPA, MEA-NEA.

Attached and made part of this contract are the:

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

DURATION

This Agreement shall become effective the 6 day of February, 2006, and shall remain in full force and effect through the 30th day of June, 2008.


The terms and conditions of this Agreement shall not be altered or modified during the life of the Agreement except upon mutual consent of the parties; except that the parties shall reopen this Agreement and negotiate over wages, benefits and up to two other non-economic issues per party only in the third year of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2007.

DOWAGIAC UNION SCHOOL DISTRICT




President, Dowagiac Board of Education

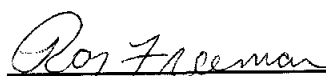


Secretary, Dowagiac Board of Education

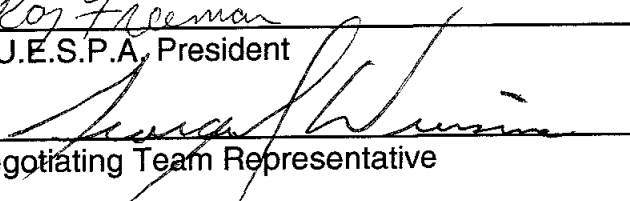
**BERRIEN-CASS EDUCATION ASSOCIATION/
DOWAGIAC UNION EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA-NEA**



Uniserv Director, Michigan Education Assn.



D.U.E.S.P.A. President



Negotiating Team Representative

APPENDIX A

Classification and Hourly Rate of Pay

July 1, 2005 - June 30, 2008

Transportation Department

<u>Classification</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1. Head Mechanic	\$17.88	\$18.33	\$ 17.58
Mechanic	\$17.12	\$17.55	\$ 16.80
2. Bus Drivers (Driving Time)	\$11.97	\$12.27	\$ 11.92
Bus Drivers (Layover)	\$ 8.61	\$ 8.83	\$ 8.48
3. Bus Aide	\$ 7.87	\$ 8.07	\$ 7.72

Maintenance, Utility, Custodial Department

<u>Classification</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1. Maintenance-Bldg. Equip. (A)	\$17.67	\$18.11	\$ 17.36
Maintenance-Bldg. Equip. (B)	\$15.31	\$15.69	\$ 14.94
2. Utility	\$12.75	\$13.07	\$ 12.32
3. Head Custodian - Union	\$14.78	\$15.15	\$ 14.40
Head Custodian - DMS	\$13.86	\$14.21	\$ 13.46
Head Custodian - K-6	\$13.30	\$13.63	\$ 12.88
Custodian	\$12.78	\$13.10	\$ 12.35
Custodian (Shift Leader)	\$13.00	\$13.33	\$ 12.58

07-08 wages reduced by (.75/hr – 12 mo. Employees; .35/hr – 10 mo. Employees) all classifications for current employees.

All new employees hired after 7/1/07 paid at \$2/hr less than revised 07-08 wage scales

APPENDIX A (continued)

SECTION 1

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

SECTION 2

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

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

APPENDIX B
EMPLOYEE RULES

SECTION 1

For violation of any of the following rules, an employee shall be subject to immediate discharge:

- a. Willful neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to employee's safety, health, or illegal.
- b. Gross insubordination.
- c. Immoral or indecent conduct or harassment on school property.
- d. Falsification of Employee/employer records.
- e. Physical and verbal abuse of or threatening or coercive treatment.
- f. Theft or destruction of Employer's or another employee's property.
- g. Buying, selling, possessing, or consumption of alcoholic beverages and/or controlled substances 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.
- h. Possession of firearms, explosives, or other weapons on Employer's premises.
- i. Conviction of a felony while an employee of the Employer.
- j. Deliberate or careless conduct endangering the safety of himself/herself or others on school property, equipment, or premises.

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. Horseplay or swearing.
- b. Tardiness or inattentiveness at work, failing to start work at the designated time, quitting work before proper time, or leaving the job during work hours, without permission of Employer.
- c. Use of tobacco products in unauthorized areas, during paid hours.
- d. Absence from work without advising the Employer of a satisfactory reason thereof.
- e. Vending, soliciting, or collecting contributions on Employer's time, equipment, or premises without specific authorization from the Employer.
- f. Use of Employer's facilities and property without authorization by the Employer.
- g. Minor violations of acceptable safety practice or safety rule.
- h. Failure of an employee to maintain the work standards prescribed by the Employer.

SECTION 3

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

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

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

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

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

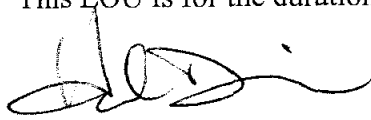
The Union representative will be given a copy of any disciplinary action taken by the Employer within twenty-four (24) hours of the action. If the employee specifically requests that a copy not be provided to the Union representative, the Union representative will be advised that disciplinary action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

Letter of Understanding (LOU)

The Dowagiac Union Schools Board of Education and the Dowagiac Union Educational Support Personnel Association – MEA/NEA (DUESPA), hereby agree not to enforce the provision in the new contract that would pay \$2.00 less per hour to new hires after 7/1/07.

This LOU would apply to members who are bus drivers only.

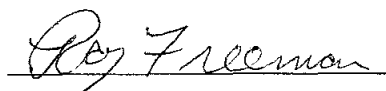
This LOU is for the duration of this contract which is until 6/30/08.



Board of Education

7-25-07

Date



DUESPA

9-25-07

Date