

Labor Agreement

Between



Service Employees International Union,
Local 517M

AND

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06-30-2010
SEIU
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Labor Agreement

Between



Service Employees International Union,
Local 517M

to

STURGIS SCHOOL DISTRICT
Custodian, Maintenance, Grounds

Effective
JULY 1, 2007
through
JUNE 30, 2010

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AGREEMENT

This agreement made and entered into this 1st day of July 2007, by and between the Sturgis School District, Sturgis, Michigan hereinafter referred to as "Employer" and Service Employees International, AFL-CIO, Local 586, hereinafter referred to as "Union".

ARTICLE I

PURPOSE AND INTENT

The general purpose of this agreement is to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The Employer and the Union agree to abide by the terms and provisions set forth hereinafter for the duration of this agreement.

ARTICLE II

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all bus drivers, maintenance employees, transportation mechanics, grounds employees, custodians, delivery employees, laundry employees, and full-time pool instructors excluding substitute employees, seasonal employees, on-call employees, temporary employees and co-op students.

Section 2. Membership in the Union shall not be a condition of employment. However, during the term of this agreement, every employee in the bargaining unit who is not a member of the Union will, on and after their sixtieth (60th) work day of employment, pay to Service Employees International AFL-CIO Local 517M a service fee directly to the Union or authorized payment through payroll deduction.

Employees hired, re-hired, reinstated or transferred into the bargaining unit and who join the Union voluntarily shall likewise be included on the list of all these employees in job classifications covered by this agreement.

Section 3. The Employer will deduct from the pay of each employee covered by this agreement all Union dues, provided that each employee voluntarily make a written request authorizing the Employer to make such deductions.

The Union agrees to hold the Sturgis Board of Education harmless from any and all claims which may result from a finding of any court, that this Union Security Clause is invalid and unenforceable and, in addition, that it will protect the Sturgis Board of Education and hold the Board harmless from any claim that may arise from individual members, covered by this contract as a result of having deducted from their wages, dues in accordance herewith.

Section 4. All deductions for dues or service fee shall be made the first pay after completion of the employee's sixty- (60) workday probationary period. Upon presentation of a list of names by the Secretary-Treasurer of Local 517M, all authorized deductions for Union dues shall be made the first pay of each month and all money so collected shall be forwarded to the Union Secretary-Treasurer.

Section 5. When employees are transferred to excluded classifications, the Employer will give the Union a written notice of such transfers within a reasonable time from the date of transfer.

The Union, Employer, and its' agents, officers and representatives shall not intimidate or coerce employees to join or not to join the Union.

ARTICLE III **MANAGEMENT RIGHTS**

The Employer retains the sole right to manage and administer the school system and reserves, without limitation, all powers, rights and authority as said Employer had at common law including, but not limited by the generality of the foregoing, the right to decide number and location of school buildings, work schedules, including starting and quitting time, number of hours to be worked, person to be hired, to be laid off, and to be assigned, to be transferred, to be promoted, to sub-contract work within any department of its use. Employer's management rights shall be limited only by the express terms and condition of this contract and any applicable law.

ARTICLE IV **HOURS OF WORK**

Section 1. For the purposes of this agreement, the following definitions shall apply:

- A. Full Time Employees: An employee hired on a permanent basis who works over 1700 hours in one year.
- B. Regular Employees (Seniority): An employee who has completed the probationary period and who is regularly scheduled to perform a specific duty.
- C. Seasonal Employee: An employee hired on a temporary basis to do seasonal work. Seasonal employees may work eight (8) hours a day, forty (40) hours a week and remain seasonal employees.

Section 2. All full-time employees shall be paid at one and one-half (1-1/2) times their regular rate for all hours worked in excess of eight (8) hours in any one day, and forty (40) in any one week, excluding bus drivers and full-time pool instructors will be paid at one and one-half times their regular rate for all hours worked in excess of forty (40) in any one week.

Section 3. All full time employees except full-time pool instructors shall be paid at two (2) times their regular rate for all hours worked on Sunday and Holidays, unless otherwise specified in the contract.

Section 4. Bus drivers shall be paid as specified in Schedule A. However, on overnight field trips, a maximum of five(5) hours layover time per day shall be allowed. Any trip out of the school district with more than one (1) hour total drive time, will be allowed one-half hour clean-up time. No driver may be credited with more than one clean-up period per day, per bus.

Section 5. All overtime hours shall have prior approval of the employee's supervisor and approved overtime hours must be recorded and turned over to the supervisor. Paid leaves of absence shall count in computing overtime. Nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work per day or forty(40) hours of work per week.

Section 6. It is further understood that, in certain unscheduled circumstances, custodial and maintenance employees and full-time pool instructors may have their "regular" work week adjusted to include Saturday and Sunday, due to the scheduling of certain school functions.

Section 7. Two fifteen (15) minute breaks will be allowed daily for each employee working six (6) or more hours per day, except bus drivers. Employees working a four (4) hour shift will be entitled to one (1) fifteen minute break, except bus drivers. Furthermore, employees shall be allowed one (1) hour lunch period without pay. The three to twelve shift (3:00 - 12:00) may take a half-hour (1/2) hour lunch period without pay. Graveyard shift employees shall be allowed one-half (1/2) hour lunch period with pay.

Section 8. When custodial overtime is available, it will be offered on a Continuous rotation system based on seniority within that building work unit. The supervisor will start with the most senior employee and continue down the seniority list until the overtime has been covered. The next name will be the starting point when the opportunity for overtime becomes available. This will be a rotating list that will run from July 1st though June 30th and start new each year with the most senior employee.

In the event those within the building work unit reject the overtime, the hours will be offered to custodians though out the District based on seniority. The same listing process will be followed as described above.

ARTICLE V **HOLIDAYS**

Section I. The following days shall be observed as paid holidays regardless of the day in the week in which the holiday falls.

FULL TIME EMPLOYEES

Labor Day
***Compensatory Vacation Day
Thanksgiving Day & Fri.following
Christmas & day prior to Christmas
News Years Day & day prior to
News Years Day
*Good Friday – ½ Day
*Memorial Day

****REGULAR EMPLOYEES (Incl.Bus Drivers)**

Labor Day
***Compensatory Vacation Day
Thanksgiving Day & Fri.following
Christmas & day prior to Christmas
New Years Day
*Memorial Day

*Independence Day

*If school is not in session

**Regular hourly personnel are not eligible for holiday pay unless covered above.

***Compensatory Vacation Day will not be used on the day prior or the day after another holiday unless employee is on vacation.

FULL TIME POOL EMPLOYEES

*Sick Leave - 5 days

M.P.S.E.R.S. Retirement

*Paid Holidays - Memorial Day

4th of July

Labor

Thanksgiving Day

Christmas

New Year's Day

*All leaves, holidays and vacations to be paid based on average work day.

Section 2. To be eligible for holiday pay, employees must be actively working during the week in which the holiday falls, provided work is normally scheduled for that job classification during the week in which the holiday falls. Qualified employees will receive one(1) day's pay for each recognized holiday or day celebrated as such. To qualify for holiday pay, an employee must have worked the last regularly scheduled work day before the holiday and the first regularly scheduled work day after his/her holiday unless (1) such employee was excused in writing by the Employer from working on such days or (2) the holiday occurred during his/her vacation period.

- A. If a paid holiday occurs during a qualified employee's scheduled vacation, he/she shall receive one (1) additional day of vacation with pay at his/her regular hourly rate.
- B. No holiday pay will be paid to an employee for any holiday which occurs after the date he/she has quit or was discharged, or while he/she is on leave of absence or while he/she is absent due to disability (occupational or non-occupational) or while he/she is laid off.
- C. In the event it is necessary for any employee to work on any of the above holidays, he/she shall receive his/her regular straight-time hourly rate for all hours worked in addition to his/her holiday pay or a total of double time.
- D. If a holiday falls on Saturday, Friday is to be taken as a holiday and if a holiday falls on Sunday, Monday is to be taken as a holiday. If school is in session, a Friday holiday may be scheduled to the following Monday or a Monday holiday scheduled to a prior Friday.

ARTICLE VI
WAGE PROVISIONS

Section 1. The Wage Schedule shall be a part of and supplementary to this agreement. (Schedule A).

Section 2. The Job classification and applicable rates of pay are set forth in Schedule A attached hereto and shall remain in full force and effect for the duration of this agreement.

A. If, during the life of this agreement, the Employer establishes a new job classification which comes within the scope of this agreement, said Employer shall establish a job description and rate of pay for the new classification. The job description and rate of pay for the new classification shall be posted upon the company bulletin board and the Union shall have five(5) working days after posting to negotiate regarding the rate of pay.

Section 3. All bus drivers shall be paid layover time when directed by the Supervisor of Transportation to learn routes. Any bus driver that is directed by the Transportation Supervisor to train a new bus driver will be paid at the drive time rate.

Section 4. Bus drivers shall be paid the layover rate per hour while attending bus school, and while attending any meetings called by the employer.

ARTICLE VII
VACATIONS

Section 1. Full time, year round employees who have completed one(1) or more years of continuous employment with the Employer since their last hiring date shall receive vacations with pay in accordance with the following schedule:

- A. Forty (40) hours after one(1) year's service, full-time.
- B. Eighty (80) hours after two (2) year's service, full-time.
- C. One hundred twenty (120) hours after eight(8) year's service, full-time.
- D. One additional day (8 hours) per year after eleven (11) year's service accumulating to a maximum of twenty (20) days vacation after fifteen years.
*Full time pool instructors, 1 week vacation.
- E. Vacations shall be pro-rated during the first year of eligibility to June 30 and then scheduled on a July 1 to June 30 annual schedule.

Employees must use at least four (4) hours per request for vacation time. At the discretion of the Employer, an exception may be made to permit an employee to take his/her vacation in order to comply with work schedules, even though he/she may not have reached his/her anniversary date. In such case, the amount of vacation time will be the amount of vacation for which that employee would have been entitled at his/her next employment anniversary date. All leaves, holidays and vacations to be paid based on average work day.

ARTICLE VIII
VACATION PAY

Section 1. Employees who qualify for vacations under Article VII of this agreement shall receive pay at the following rate:

- A. Employees paid for less than 1700 hours shall not be eligible for vacation pay.
- B. Employees paid for 1700 hours to 1850 hours shall have deducted from their vacation pay the equivalent of two (2) day's pay.
- C. Employees paid for 1850 hours to 1960 hours shall have deducted the equivalent of one(1) day's pay.
- D. Employees paid for 1960 hours and over shall be eligible for full vacation pay.

Section 2. One week vacation pay as provided in Article VII shall equal forty(40) hours of pay at the employee's regular weekly wage immediately preceding the anniversary date upon which the employee qualified for the vacation.

Two (2) weeks of vacation pay shall equal eighty (80) hours of pay at the employee's regular straight-time rate immediately preceding the anniversary date upon which the employee qualified for the vacation.

Three (3) weeks of vacation pay shall equal one-hundred twenty (120) hours of pay at the employee's regular straight-time rate immediately preceding the anniversary date upon which the employee qualified for the vacation.

Section 3. Vacation shall not be cumulative from year to year.

Section 4. Regular vacations will be taken during the summer months when school is not in session, excepting however, all employees entitled to vacation may apply according to seniority for one(1) week during the school year. In the event the number of requests for vacation for any period of time exceeds the number of employees that can be permitted off for that period of time, the senior employee's requests will be granted.

Section 5. If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the anniversary date of his/her employment upon which such employee qualified for a vacation with pay without having received the same, such employee will receive, along with his/her final pay check, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he/she would have qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date.

ARTICLE IX
SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work, except as hereinafter provided.

Section 2. All new employees shall be probationary employees until they have worked a period of sixty (60) work days for the Employer with the right of Employer to extend the probationary period for an additional twenty (20) work days if employee is absent for five (5) working days or more. If the probationary employee is absent for one (1) work day, one (1) work day will be added to his/her probationary period. If the employee is absent for two (2) work days, two (2) work days will be added to his/her probationary period. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

A. During the probationary period, the employee shall have no seniority status and may be laid off or employment terminated at the sole discretion of the Employer without regard to his/her relative length of service.

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

Section 3. Upon the execution of this agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within fifteen (15) days after the execution. Thereafter, an up-to-date seniority list shall be prepared and presented to the Union twice a year (September and February). In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives either the steward, a member of the bargaining committee or the president of the Union a copy of the seniority list. Additions made at interim periods shall be given to the steward.

A. When the seniority list is initially prepared or thereafter revised as above provided, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

Section 4. An employee's seniority shall terminate and his/her employment shall cease:

A. If he/she quits or is discharged.

B. Failure to report for work upon receipt of a written notice sent by Certified Mail by the Employer, unless the employee notifies the Employer within forty-eight (48) hours of the receipt of the said notice that he/she is ill. The Certified Mail Receipt shall be accepted as proof of notification.

C. If he/she is absent for two (2) consecutive regularly scheduled working days without notifying the Employer within such two (2) day period of justifiable reason for such absence.

D. If he/she fails to return to work immediately upon the expiration of a leave of absence.

E. When he/she has been laid off for eighteen (18) consecutive months.

Section 5. When it becomes necessary to lay off employees within the classification, part-time probationary employees shall be laid off first and then those employees within the classification with the least seniority shall be the first laid off provided always that the remaining employees shall have the then-present ability to perform the work of the laid off employees.

A. In recalling employees following a layoff, the laid off employee with the greatest seniority within the classification who has the then-present ability to perform the work to which he/she is recalled shall be the first recalled, and further, that those part time, probationary employees shall be the last to be recalled.

B. Employees shall not be required to accept temporary or part-time work in order to retain their seniority.

C. Under ordinary circumstances, the Employer shall notify and consult with Union prior to any anticipated lay-off at least 14 calendar days prior to the lay-off.

Section 6. Bus driving assignments during the Summer School period shall be determined by the Employer based upon both seniority and the then-present ability to perform the job.

No employee shall have extra runs until said employee has a regular route, except said employee may be used if the entire list of eligible drivers has been offered the trip and has refused it or a regular driver turns down a trip after the weekly list has been posted. Drivers will not be offered extra runs which would put him/her over forty (40) hours for that week.

Section 7. All extra runs will be distributed using a continuous rotation system based on seniority. When the trip list is run, the supervisor will call each employee (according to seniority) into the office and allow the employee to pick the trips they would like to take. Wherever the distribution trips end on the seniority list is where trip distribution will start for the following week, unless that employee received 35 hours or more. In that case, the distribution of trips will start with the next person on the rotation list. Any employee who calls in sick on days that they have trips scheduled may not be allowed to take their extra trips for that day. Any trip requests that come out after the trip list has been run will be offered to the next person on the seniority list.

Section 8. When a permanent vacancy occurs in an existing job classification, the Employer shall post on the employee bulletin boards a notice of job opening, setting forth the job description and the rate of pay.

All existing employees of the bargaining unit shall have three (3) working days within which to bid for said job opening. The Employer shall select the most senior employee within the classification who has the then-present ability to satisfactorily perform the work. If no one within the classification bids or is qualified the most senior employee within the bargaining unit who has the then-present ability to satisfactorily perform the job shall have the position.

Upon the expiration of three(3) working days after posting, provided no bargaining unit employee has bid upon said job opening, or those bidding do not have the then-present ability to satisfactorily perform the available work, the Employer may use any means at his disposal for filling the job opening.

In the event, from among those expressing a desire for such assignment, the most senior employee is not selected by the Employer, he/she shall be advised of the reasons by the Employer in writing.

When a permanent vacancy occurs, the Employer shall, within fifteen(15) days, post the job or advise the Local Union President in writing of the intent not to fill the vacancy.

Employees who successfully bid to a new classification shall be required to serve a thirty(30) work day probationary period in the new assignment. At the end of the probationary period the employee may be returned to his/her prior assignment if he/she is unable to perform the duties of the new assignment in a satisfactory manner.

Section 9. Any employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the Employer outside the bargaining unit shall continue to accumulate seniority for a period of six(6) months. Thereafter, the promoted employee shall no longer accumulate seniority but will retain the seniority accumulated to date. The position from which he/she leaves shall be posted as a "temporary position" for a duration of up to 24 months.

If, subsequently, such employees elects to return to a job in the bargaining unit or is removed by the Employer from such supervisory or other job for reasons other than those which justify discharge under the provisions of this agreement, such employees shall be permitted to return to the bargaining unit in a position similar to that which he/she left as long as it is within 24 months of the date from which he/she left the original bargaining position. If an extension beyond 24 months is needed, management will discuss the need with the Union.

Section 10. Any employee who successfully bids on a job shall be prohibited from bidding again for a period of six(6) months.

Section 11. Employees in the Maintenance or Mechanic classification shall normally advance to the next higher numerical classification pay rate every two years in recognition of skills development gained through experience within the classification.

It is understood that if an employee in the Maintenance or Mechanic classification is so advanced that they shall be considered as probationary for the first sixty(60) regularly scheduled working days. If, subsequently, said employee is found, in the opinion of the employer, to be deficient in the skills necessary to perform the duties of the higher grade, the employer shall notify, in writing, said employee of such specific deficiency and the employee shall be returned to the previous position and pay rate for a period of one-hundred twenty (120) work days following which the employee shall again be offered the sixty(60) day trial period.

Section 12. In the event a bus route is eliminated, the least senior driver will be laid off. The remaining drivers will then re-bid all bus routes with the most senior driver having first choice followed by the other drivers in order of seniority.

ARTICLE X
TEMPORARY TRANSFERS

Section 1. The Employer shall have the right to temporarily transfer employees from one job to another in order to utilize optimum manpower. Such temporary transfers shall not exceed two(2) weeks, unless the employee shall agree to an extension. All temporarily transferred employees shall receive the higher rate of pay of either (a) his/her permanent job classification, or (b) the temporarily assigned job classification. This temporary transfer shall not apply to employees who voluntarily take two(2) or more jobs, involving two(2) or more job classifications.

Section 2. It is expressly understood and agreed that in case of an emergency, the Employer may use non-bargaining unit employees as may be needed.

Section 3. Further, it is expressly understood and agreed that in case of an emergency or whenever for a temporary period of time there is an insufficient number of qualified custodial, maintenance, and bus employees the Employer may use non-bargaining unit employees, provided bargaining unit custodial, maintenance and bus employees are also given an opportunity to perform said work.

ARTICLE XI
DISCIPLINARY ACTION AND DISCHARGES

Section 1. In the event a non-probationary employee under the jurisdiction of the Union shall be discharged from his/her employment from and after the date here of and he/she believes he/she has been unjustly discharged, such discharge shall constitute a case arising under the grievance procedure, providing a written grievance with respect thereto is presented to the appropriate supervisor within two(2) regularly scheduled working days after notice of such discipline or discharge is given the employee. Such grievance shall be processed starting at the Second Step of the grievance procedure.

Section 2. Causes and procedures for disciplinary action and discharge is attached, Schedule B.

Section 3. Job performance evaluations shall be given in writing, a copy of which will be given to the employee and a copy of which shall be retained in the employee personnel file.

Job performance evaluation shall be signed by the evaluator and by the employee, such signatures indicating receipt of but not necessarily agreement with the content of the evaluation.

Employees may file a written response to the evaluation and said response will be attached to the management copy of the evaluation and retained in the employee file.

Job performance evaluations shall not be subject to the grievance procedure unless said evaluation results in reduction in rank or loss of pay and/or discipline.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this agreement.

A Management-Union grievance committee shall be set up within thirty(30) days of the ratification of this agreement. It shall be composed of three(3) members from the Union and three(3) members from the Management and may be convened at the call of either Management or Union. There will be at least sixty(60) days between said meeting unless another date is mutually agreeable. It will be the purpose of the committee to resolve common problems.

Section 2. Any grievance or complaint shall be presented to the employee's respective supervisor for settlement. Any employee or group of employees who have any grievance, must submit it to the Supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. If an individual employee is filing a grievance, days are defined as scheduled working days for said individual employee.

The employee's Supervisor shall investigate and report his/her disposition of the complaint within five (5) regularly scheduled working days after it has been made to him/her. In the event the complaint is not satisfactorily settled in this manner, it shall be subject to the following grievance procedure.

Section 3. FIRST STEP - To be processed hereunder, a grievance must be:

- (1) Reduced to writing.
- (2) State the facts upon which it is based.
- (3) When it occurred.
- (4) Specify the section of the contract which has allegedly been violated.
- (5) Signed by the employee who is filing the grievance.
- (6) Presented to the appropriate supervisor within five(5) regularly scheduled work days after receipt of the Supervisor's answer to the complaint.

The appropriate supervisor shall give a written answer to the employee filing the grievance within five (5) regularly scheduled working days after receipt of the written grievance. If the appropriate supervisor's answer is mutually satisfactory, the employee, or his/her steward, shall so indicate it in writing, giving one (1) copy of the settled grievance to the employee's Supervisor.

Section 4. SECOND STEP - If the grievance is not settled in the First Step, and the employee desires to appeal to the Second Step, such employee and/or the Union steward shall present the grievance to the Business Manager within five (5) regularly scheduled working days after the appropriate supervisor gave the employee the written First Step Answer.

The Business Manager shall give the employee and/or the union steward a written and signed Second Step Answer within five (5) regularly scheduled working days after he/she received the grievance at this step. If the Answer is satisfactory, the steward or employee shall so indicate it in writing, giving one (1) copy of the settled grievance to the appropriate supervisor.

Section 5. THIRD STEP - If the grievance has not been settled at the Second Step and if it is to be appealed to the Third Step, a written notice of such appeal must be served upon the Superintendent of Schools within five (5) regularly scheduled working days after receipt by the steward and/or the employee of the Business Manager's Second Step Answer.

The Union's representatives (two permitted), and the Superintendent of Schools and/or representatives designated by him (two permitted) shall meet to consider the grievance within five (5) days after the Superintendent of Schools receives notice of appeal to this step.

The Superintendent of Schools or his designated representative shall give the Union's business representative a written answer to the grievance, in triplicate, within five (5) regularly scheduled working days after the date of such meeting.

Section 6. If, at this point, the grievance has not been satisfactorily settled, either the School Board or the Union shall have the right of arbitration (in the manner herein prescribed) for any grievance which arises under the terms of this agreement within thirty (30) days after the answer is given at Step Three.

- A. At the request of either or both parties, the grievance may be submitted to final and binding Arbitration.
- B. The American Arbitration Association shall nominate a list of arbitrators under the rules of the American Arbitration Association.
- C. Thereafter, the grievance shall be submitted to the arbitrator, if the grievance has not been previously settled, and the decision of the arbitrator shall be final and binding upon the Union and the School Board. Furthermore, the decision of the arbitrator shall be final and binding upon the Union and the School Board. Furthermore, the decision of the arbitrator shall be put into effect within five (5) days after the decision is received by the parties hereto. Both parties agree that a judgement may be entered in any court of competent jurisdiction.
- D. At the time arbitration is requested, the initiating party shall give to the other party a written statement specifying the particular issue to be arbitrated and the specified remedy requested. Such a statement shall be in detail so that the defending party can determine the exact extent of liability involved and the arbitration thereof shall be confined to the issue and remedy set forth in said written statement.

Should a question arise as to whether or not the written statement is sufficiently specific, the defending party may apply to the arbitrator for a ruling as to the sufficiency of the written statement in advance of hearing on the merits of the case, so long as such submission does not cause a delay in the hearing of the dispute.

- E. Only one (1) grievance shall be heard by an particular arbitrator, unless there are multiple grievances

involving the same facts, or, unless otherwise agreed in writing by the Board and the Union.

Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, amend or subtract from the terms of the agreement. He shall not make any new agreement or agreements between any of the parties thereto, or, in the absence of discrimination, to interfere with the exercise of managerial discretion and prerogatives. If any grievance award shall include back pay, his/her award shall not extend more than thirty (30) days prior to the date of Step Three conferences.

- G. Each party shall bear the expense of witnesses produced or other expenses incurred in presenting its case. The fees and expenses, if any, of the arbitrator shall be shared equally to obtain the specific remedy sought in the written statement of issues requesting arbitration. Any stenographic record and transcripts thereof shall be paid by the party ordering same.

Section 7. Should a grievance fail to be instituted or appealed within the time limits set forth in this Article, all further proceedings shall be barred. Should a grievant voluntarily terminate his/her employment, all further proceedings shall be barred, provided said grievance was not a "class" grievance or a monetary settlement was requested. The barring of grievance under this section shall set no precedent on the Union or the Employer.

Section 8. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.

Section 9. The Union shall select the grievance committee from the classification as follows:

One Steward - Maintenance, Grounds, Delivery

One Steward - Custodians

One Steward - Mechanic, Bus Drivers

One Steward - Laundry, Pool

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

Section 10. The stewards so elected shall, without a loss of time or pay, represent employees in grievance matters. The grievance committee members, when participating in a meeting with the Employer in the adjustment of grievances and other matters shall suffer no loss of pay for time necessarily lost from their scheduled work while so participating. However, before leaving his/her job, the steward shall receive permission from his/her Supervisor and when returning from a grievance adjustment, said steward shall report back to his/her Supervisor.

Section 11. Special meetings between the Union business representative, and/or the grievance committee and the Superintendent or his representative, may be called by mutual agreement, for the purpose of discussing important matters in any attempt to eliminate grievances and other misunderstandings. This Section shall in no way be construed to hold up or slow down the processing of formal grievances. Employees participating in the special meetings shall not suffer a loss of pay for time necessarily lost while participating in said meeting.

ARTICLE XIII
STRIKING AND LOCK OUTS

Section 1. The Union agrees that during the life of this agreement, neither the Union, its agent, or 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, aides, or engages in a strike, work stoppage, refusal to work, slowdown or any other concerted interference with the operations of the Employer may be disciplined or discharged within the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitutes such prescribed activities shall be subject to the grievance procedure.

ARTICLE XIV
LEAVES OF ABSENCE

Section 1. All permanent, full time employees and bus drivers, within the bargaining unit, who have completed one (1) or more years of continuous employment since his/her last hiring date, shall be allowed ten (10) days per year for personal illness, personal sickness. Sick leave shall accumulate herein to a maximum of sixty (60) days. Sick leave with prior approval of the administration may be used to attend ill or injured members of the immediate family.

Whenever possible, an attempt should be made to schedule surgery, health appointments (medical, dental, optical, etc.) and treatments so that members of the bargaining unit will lose a minimum of time from his/her responsibilities.

Employees with two or more years seniority, using two or less sick leave days annually shall be reimbursed at their regular rate of pay for 50% of the annual unused sick days. The other 50% of the unused sick days annually shall accrue toward the maximum accrual total.

Employees leaving the system due to retirement under provisions of the Michigan Public School Employees Retirement Act or due to death shall be paid at their regular rate 75% of all unused accumulated sick leave.

Section 2. A bereavement leave of three (3) days will be granted for members of the immediate family. An absence due to death in the "immediate family" shall be considered one of the following, to wit: a father, a mother, a father-in-law, a mother-in-law, grandparents, grandchild, a son-in-law, a daughter-in-law, a spouse, a child, a brother or sister. Up to two additional days may be requested when circumstances warrant. Any leave of absence for funerals other than the "immediate family" will be at the discretion of the Superintendent of Schools.

Section 3. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of, their unused accumulated paid sick leave credits subject to the following conditions:

A. An absence because of illness or injury shall not have arisen out of or in the course of employment

with the Employer or any other employer for any period of time.

B. The absence must be reported by the employee at least:

(1) two (2) hours prior to the beginning of the day shift.

(2) three (3) hours prior to the beginning of the second shift.

(3) five (5) hours prior to the beginning of the third shift, provided it is possible to do so.

C. The employee may be requested to submit a written, signed request for sick leave pay.

D. If such absence exceeds four (4) consecutive working days or is on the employee's last scheduled working day before and/or the first scheduled working day after the employee's regular vacation or any of the holidays specified in Article V, the employee must present to the Employer a certificate from a doctor certifying the nature of the illness or injury which necessitated the absence and certifying that the employee's physical condition is such that he or she is able to return to work if the Employer so requests.

E. The Employer may require a doctor's certificate from a doctor of the employer's choosing for the employee where it appears that an employee is abusing the paid sick leave benefits. The employer will pay for this certificate if the certificate supports the employee's claim.

Section 4. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action, or discharged depending upon the circumstances involved.

Section 5. When an employee, within the bargaining unit, whether full or part time, is required to serve on a jury or is subpoenaed as a witness, that employee shall be excused from his/her regular duties on that day or those days on which he/she is required to serve or appear in Court. If the employee's attendance in Court is not required for a full day, the employee shall work all scheduled hours during that period in which his/her attendance is not required.

Employees shall be paid for all time actually worked at the applicable rate, and shall be paid an amount, which added to the jury fee or witness fee, shall equal that amount that employee would have received had he/she worked his/her regularly scheduled shift.

Absence because of jury duty or as a subpoenaed witness shall not be counted within the ten(10) days allowed for personal illness, personal sickness and death.

Employees shall not be compensated for work missed due to legal proceedings involving the employee his/herself.

Section 6. All permanent employees (excepting here from all seasonal employees) within the bargaining unit, who have completed one (1) or more years of continuous employment since his/her last hiring date, shall be allowed one (2) days per year for personal business. The 2nd personal day shall be deducted from sick leave. The personal business leave of absence shall not be included as one of the ten(10) days per personal illness, personal sickness and death. Personal business leave may not be used in

conjunction with paid holiday or vacation periods. Except in the case of emergency, requests must be submitted at least five(5) days in advance.

Section 7. The Employer agrees to grant written leave of absence without pay for a period up to three (3) months to any employee with at least one(1) year seniority, where adequate reasons can be shown. By mutual agreement, such leave of absence may be extended. Any employee granted such leave of absence shall be returned to work with accumulative seniority and at the prevailing rate of pay, in his/her former classification.

Section 8. After the probationary period, an employee shall be entitled maternity/paternity leave, up to twelve (12) weeks. Such leave shall commence and terminate by direction of the attending physician. This leave will be without pay, except that the remaining sick days may be applied to maternity/paternity leave at the employee's option.

Section 9. A substitute taking the place of another employee on leave shall be placed on the general seniority list upon satisfactorily completing one hundred twenty (120) consecutive days of work in the same assignment. The new employee's rate of pay shall be the starting salary of that particular job unless the substitute has previous work experience in that job classification with the Sturgis Public Schools which would qualify him/her for a higher rate. Notice, in writing shall be given to the Union, state the employees name, classification, date of hire and anticipated term of employment upon the hiring of temporary employees for a period of 60 or more work days.

Section 10. Military leave and re-employment shall be granted according to State and Federal Statutes.

Section 11. Unpaid leave shall be at the discretion of the employer taking into consideration the current work load, availability of substitutes and the number of such requests. Requests for unpaid leave must be submitted in writing at least one week in advance of the requested absence.

Section 12. Eligible employees may take leave pursuant to the board's policy under Family Medical Leave Act (FMLA). Any paid leave shall count toward twelve (12) weeks of FMLA leave.

ARTICLE XV **HOSPITALIZATION**

Section 1. Medical insurance will be contracted though the Board of Education. For full time employees, scheduled to work eight (8) hours a day, forty (40) hours a week for the entire year, the employer shall contribute 100% of the premium for the employee and 100% full family coverage. The Board will fund coverage in the same manner in future years subject to a maximum annual increase of 10%.

For the duration of this contract the employers premium contribution shall be calculated on a base defined as the 2005-2006 Blue Cross Blue Shield CB4 10/40 RX full family premium of \$948.18.

Every year the Board of Education shall determine the percentage increase in Blue Cross Blue Shield CB4 10/40 RX full family premium as compared to the base.

For year 2007-2008, the percentage increase that exceeds 20% of the defined base shall be paid by the member. The excess percentage shall be applied to the 2007-2008 rates. For example if the increased rate was determined to be 20.1%, the member would pay 0.1% of the rate.

If the increase as determined by the Board of Education does not exceed 20% in 2007-2008 the members shall make no additional contribution.

For year 2008-2009, the percentage increase that exceeds 30% of the defined base shall be paid by the member. The excess percentage shall be applied to the 2008-2009 rates. For example if the increased rate was determined to be 30.1%, the member would pay 0.1% of the rate.

If the increase as determined by the Board of Education does not exceed 30% in 2008-2009 the members shall make no additional contribution.

For year 2009-2010, the percentage increase that exceeds 40% of the defined base shall be paid by the member. The excess percentage shall be applied to the 2009-2010 rates. For example if the increased rate was determined to be 40.1%, the member would pay 0.1% of the rate.

If the increase as determined by the Board of Education does not exceed 40% in 2009-2010 the members shall make no additional contribution.

Members shall be allowed to pay premium contributions, if any, with pretax dollars through a Section 125 plan established by the employer.

Employees eligible for full coverage may elect up to 1,800 per year in options in lieu of coverage. Employee so electing will be required to show proof of hospitalization coverage from other sources.

Bus drivers working over five (5) hours a day on a regularly assigned route may apply for medical insurance paid at 100% of the single subscriber rate on an annual basis. The Board will fund coverage in the same manner in future years subject to a maximum annual increase of 10%.

Bargaining unit members hired as drivers prior to July 1, 1995 working on a regularly assigned route who have no other form of spousal medical insurance may apply for a percentage of the cost of the medical insurance premium for an individual on an annual basis, based on following schedule:

Under 3 hours	50% of appropriate rate
3 hours	70% of appropriate rate
4 hours	80% of appropriate rate
5 hours	100% of appropriate rate

All other employees may request medical insurance coverage and deductions will be made from the employee's paycheck.

Section 2. During the life of this agreement the Employer will contract or self fund "SET-SEG Incentive Plan" dental insurance for all employees covered under the terms of this contract. The board shall have the right to choose any company, third party carrier, or itself to insure and process claims.

Section 3. In order to qualify for benefits under this article a new employee must have satisfactorily

completed their probationary period.

Section 4. The approved options list is available in the payroll office. Employees may use payroll deduction to purchase life insurance, long term disability insurance, short-term disability insurance and/or annuities from this list.

All employees covered by the terms of this agreement must submit properly completed application forms in a timely fashion as required.

Section 5. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disms disputes are, therefore, not subject to the grievance procedure.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by and insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination coverage.

ARTICLE XVI CALL IN PAY

Section 1. Any employee shall receive not less than two (2) hours of pay when called in from their home for work. Bus Drivers shall not receive less that one (1) hour pay for trips other than regular routes. In the event of bus breakdown or weather delay while on regular routes, bus drivers shall not suffer a loss in their route pay.

Section 2. If the administration closes the schools to all employees because of inclement weather, full time employees will not suffer loss of pay for the period of closing. Emergency personnel will be compensated at double time upon call in by the employer.

Section 3. Bus drivers shall be paid for a number of days annually equal to the number of days of school scheduled for the pupils in the school they serve except that there will be no loss of compensation when inclement weather is counted for state aid.

Section 4. In the event school is closed to students, all employees shall report to their regularly scheduled report time. In the interest of safety no employee who reports in a reasonably timely manner, shall lose pay due to inclement weather. Employees (except bus drivers) who fail to report will not be paid.

Section 5. An employee called to work, or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing her/his regular work assigned, shall receive a minimum of two (2) hours work or pay at the regular hourly rate.

The Board may assign employees to any work available within his/her classification during such two (2)

hour period. The minimum of two (2) hours work or pay shall not apply where an employee reports back to work after such employee has been absent without excuse and/or without notifying the Board of his/her date to return to work.

ARTICLE XVII
BULLETIN BOARDS

The Employer agrees to provide bulletin boards in each building so placed as to be accessible to all employees covered by this agreement, exclusively for Union Announcements and notices of meetings.

ARTICLE XVIII
LOCKERS AND WASHROOM FACILITIES

The employer agrees to provide adequate locker and washroom facilities including the use of existing showers for all employees covered by this agreement. In the event of a dispute between the Employer and the Union relative to the adequacy of such facilities, the said dispute shall be resolved according to the terms of the grievance procedure.

ARTICLE XIX
MILEAGE AND EXTRA PAY

All travel expense shall be reimbursed at the approved IRS mileage rate.

Employees assigned to weekend inspection of buildings and boilers shall be compensated at their rate of pay.

All bus drivers shall be required to clean or wash the interior or exterior of their assigned bus once a month for no less than one(1) hour layover pay. A sufficient amount of money will be given to each driver to cover any tolls or parking expenses etc. that may be incurred on appropriate trips. The amount or remainder plus bills for expenses is to be returned to the Supervisor of Transportation.

A meal allowance shall be granted to bus drivers when an extra trip exceeds four(4) hours, including both driving and layover time. Reimbursement allowances shall not exceed the following:

Breakfast	\$5.00
Lunch	\$6.00
Dinner	\$7.00

Receipts must be submitted to the Transportation Supervisor, provided that if the Employer requires the

driver to remain with the bus, no receipt will be required.

Hand tool allowance for maintenance employees - \$100 annually payable at the end of the fiscal year to maintenance employees of record on that date; \$300 specialty tool allowance for mechanic and no allowance if he/she does not have specialty tools.

Employees required to supply tools shall be protected against loss by theft or fire or other natural causes during that time the tools are at, and/or, in use at the job site. Tools shall be repaired or replaced by the employer when they are broken or worn out in the course of employment.

It is understood that loss or damage/wear of tools shall be reported to the supervisor as it occurs. It is further agreed that the employees shall be responsible for the prudent use and storage of tools.

The employee will provide to the employer and maintain an up to date list of tools brought to the job stating the condition at the time.

Personal equipment – the employer will replace personal aids (such as eyeglasses, teeth, hearing aids, etc.) when the aid is lost or damaged in the course of performing specific responsibilities of the job. The loss shall be submitted to personal insurance coverage prior to filing a claim with the employer. In no case, shall the employer be liable for more than the replacement value of the original item. Jewelry will not be covered.

ARTICLE XX **MISCELLANEOUS**

Section 1. During the summer, when boilers are cleaned, the Employer will furnish coveralls and gloves.

Section 2. As a condition of employment, all employees may be asked to pass a pre-employment physical examination and following employment shall thereafter be required at the discretion of the Employer to satisfactorily pass an annual physical. All examinations shall be at the expense of the Employer.

Section 3. Employees must immediately report to the Supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Employer.

Section 4. Every employee shall observe all safety rules which are established by the Employer and shall use such safety devices or equipment as required by the Employer. Any infraction of any safety rule or failure to use such safety devices or equipment shall cause the Employer to take disciplinary action.

Section 5. If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein

contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 6. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 7. 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 the responsibility of the employee, except that license renewals for bus drivers shall be reimbursed upon successful completion of the renewal process. Employees failing to continue employment with the employer for six months beyond reimbursement shall return the reimbursement to the employer via payroll deduction from their last pay check.

Section 8. The Employer may require some or all of the employees covered by this agreement to wear such uniforms as the Employer may determine. The cost of such uniforms shall be the responsibility of the employee to the extent that he/she shall pay one-half(1/2) of the cost thereof and one half(1/2) the replacement cost thereof.

Section 9. Non-bargaining unit employees will not perform work of the bargaining unit, except for seasonal employees, those hired for the purpose of training and instruction, or to cover an emergency situation.

Section 10. It is mutually agreed that the specific terms, provisions or conditions of this agreement can be changed or modified at any time during its term, by mutual consent of the Employer and the Union.

Section 11. If the Employer and the Union mutually agree to conduct negotiations during working hours no employee will suffer any loss of pay.

Section 12. The responsibility for keeping the payroll office informed of current status regarding exemptions, deductions, withholding insurance and other such payroll related matters is those of the employee. Such notice is to be in writing.

The consequence of failing to keep the payroll office informed is solely those of the employee.

ARTICLE XXI SUMMER EMPLOYMENT

Section 1. Employees covered by this agreement working in a classification that operates on a nine(9) month-a-year basis shall be considered for any openings that may occur during the summer months before any new employees are hired. Notices of such openings shall be given to the unit president. Employees so considered and retained during the summer months shall be eligible for vacation benefits as set forth in Article VIII based upon the accumulated hours of employment from both their regular position and the summer position but shall not be eligible for other fringe benefits including health

insurance.

ARTICLE XXII
TERMINATION

Section 1. This agreement shall take effect upon ratification by both parties and shall remain in full force and effect until the 30th day of June, 2010 and from year to year thereafter, unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

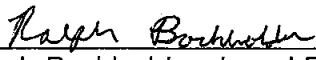
Section 2. The parties agree that for the 2008-2009 and 2009-2010 fiscal years, the contract shall be re-opened for the sole purpose of determining compensation for the 2008-2009 and 2009-2010 fiscal years.



Terry Van Eyck SEIU Local 517M



Robert M. Olsen, Superintendent



Ralph Borkholder, Local President
Employees International
AFL-CIO, Local 517M



Kerri Millett, President
Sturgis Board of Education

SCHEDULE B 1

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

- A. Neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to the employee's safety or health.
- B. Insubordination.
- C. Immoral or indecent conduct or sexual harassment.
- D. Falsification of personnel records or other Employer records.
- E. Physical or verbal abuse of or threatening or coercive treatment to school children or visitors.
- F. Theft or destruction of Employer's or another Employee's property or removal of school property from Employer's premises without authorization of the Employer.
- G. Sleeping on the job.
- F. Drinking or possessing any alcoholic beverage on Employer's time, premises or equipment.
- I. Possession of firearms, explosives or other weapons on employer's premises.
- J. Conviction of a felony while an employee to the Employer.
- K. Conviction of drunk or reckless driving while driving any school vehicle.
- L. Conviction of any moving traffic violation while driving a school bus or other employer vehicle, resulting in injury or property damage.
- M. Deliberate or continual careless conduct endangering the safety of himself or others on school property, equipment or premises, including the harassing of other employees or the provoking or instigating of a fight during the working hours on an Employer's equipment or premises.
- N. Incompetency or inefficiency.

- O. Any employee who shall receive three (3) written warnings within any twelve (12) month period and is dismissed by proper authority.
- P. Reporting to work under the influence, either narcotics or intoxicating liquor.
- Q. Any other offense of equal magnitude to the above.

SCHEDULE B 2

Section 1. For the commission of any of the following offenses, an employee shall receive a written warning notice. If an Employee receives three (3) written warning notices for the same or different offenses within a period of eighteen (18) consecutive months, such employee shall be subject to discharge. No warning may be given to an employee after six (6) months from the date of occurrence or upon knowledge of management.

- A. Late to work without an excuse acceptable to the Employer.
- B. Carelessness.
- C. Horseplay.
- D. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during working hours without permission of the Employer.
- E. Smoking in unauthorized areas.
- F. Absence from work without advising the Employer at least one(1) hour prior to the beginning of the shift of a reason satisfactory to the Employer.
- G. Absence from work without an excuse acceptable to the Employer.
- H. Vending, soliciting or collecting contributions on Employer's time, equipment or premises without authorization from the Employer.
- I. Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.
- J. Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without written authorization by the Employer .
- K. Conviction of any moving traffic violation when driving a school vehicle.
- L. Failure to attend meetings called by the Employer without an excuse acceptable to the Employer, after notice of said meeting has been given.
- M. Any other offense of equal magnitude to the above.

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