

AGREEMENT

Between

WILLIAMSTON COMMUNITY SCHOOLS

BOARD OF EDUCATION

CUSTODIAL/MAINTENANCE BARGAINING UNIT

418 Highland Street

Williamston, Michigan 48895

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive

Bloomfield Township, Michigan 48302

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## **ARTICLE I**

### **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining, and to establish rates of pay, wages, hours of employment, working conditions, or other conditions of employment.

## **ARTICLE II**

### **UNION RECOGNITION, AGENCY SHOP CLAUSE, CHECK-OFF**

#### **Section 1. Union Recognition**

(a) The Employer hereby recognizes the Union as the exclusive representative and sole bargaining agent of the employees as identified immediately herein with respect to wages, hours, and other conditions of employment.

(b) The term "employee" as used herein shall include all Maintenance employees, and Bus Mechanics, Custodial Foreman, all Head Custodians and Custodians employees of the Employer, but excluding all Supervisors and all other employees.

#### **Section 2. Agency Shop Clause**

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall, on or before the ninety-first (91st) calendar day of the effective date of this Agreement, or on or before the ninety-first (91st) calendar day of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues or (service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized, and to provide the non-member an expeditious and impartial hearing regarding any objections. The Union shall provide a

copy of said procedure to the Employer upon request.

The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said service fees is herewith deemed to be the sum required to ensure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

The procedure in all cases of discharge for violation of this Article shall be as follows:

(1) The Union shall notify the employee of non-compliance by certified mail, returned receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

(2) If the employee fails to comply, the Union may file charges in writing with the Board, and shall request termination of employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

(3) The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Union, in processing the charges, agrees not to discriminate between various persons who have refused to pay the dues and/or service fees.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring, and Social Security number of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

### **Section 3. Check-Off**

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees



(including Social Security numbers) from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the Local 324, I.U.O.E. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications of the Financial Secretary of the Local Union regarding the amounts to be deducted, and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 324 of the International Union of Operating Engineers, AFL-CIO. All correspondence in regard to this section shall be sent to the Assistant Superintendent of the Williamston Community Schools.

#### **Section 4. Save Harmless Clause**

The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agent or employees for any monetary award arising out of such litigation.

#### **Section 5. Invalidation**

If any court of competent jurisdiction or administrative agency holds that this Article and/or its concept is/(are) invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law; or if the State Legislature enacts a law forbidding such Article and/or its concept, or any part thereof (which this Article does not conform to or with), this Article shall be null and void, and the parties shall meet within thirty (30) calendar days to negotiate new language.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. According, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, age, sex, handicap or national origin.

## ARTICLE IV

### MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the rights:

(a) to manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used, the discontinuance of any services, material or methods of operation;

(b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities, or the improvement of existing facilities;

(d) to determine the number, location and type of facilities and installations;

(e) to determine the size of the workforce and increase or decrease its size;

(f) to hire, assign and lay-off employees, to direct the workforce, assign work and determine the number of employees assigned to operations;

(g) to establish job duties;

(h) to determine lunch and the number of hours to be worked;

(i) to transfer, promote and demote employees from one classification or department to another;

(j) to select employees for promotion or transfer to supervisory or other positions, and determine the qualifications and competency of employees to perform available work.

The Employer agrees that the rights of the Union are specifically listed in this Agreement, and all subjects not specifically listed in this Agreement are retained by the Employer, and the Union agrees that this Article entitled "Management Rights" shall not be the subject of any grievance whatsoever.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan, and the laws of the United States. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

## **ARTICLE V**

### **VISITATION**

Upon request by the Union and consent of the Employer, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

## **ARTICLE VI**

### **STEWARDS**

(a) Employees may be represented by a Chief Steward and a designated Assistant Steward, whose identity shall be made known to the Employer.

(b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances, and to attend grievance and negotiating meetings with approval of the Administration.

(c) Any new employee shall be introduced to the Chief Steward before starting to work, or else the Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification, job location, and shift assignment.

(d) During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off, and recall only; provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

(e) Stewards shall be allowed one (1) day per year with pay for Union training.

## **ARTICLE VII**

### **SAFETY PRACTICES**

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of the State and local regulations.

## **ARTICLE VIII**

### **STRIKE PROHIBITION**

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.

## **ARTICLE IX**

### **RETIREMENT**

When qualified for MPERS retirement, and with a minimum of ten (10) years service with the district, employees covered by this Agreement shall be paid for accumulated sick leave days in accordance with the following:

1. There shall be a thirty (30) day deductible from accumulated sick leave.
2. Payment shall be at the rate of forty-five dollars (\$45.00) per day.
3. Maximum payment per employee shall be limited to four thousand five hundred dollars (\$4,500.00).

**ARTICLE X**  
**JURISDICTION**

Except for the working maintenance supervisor assisting bargaining unit members, employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

**ARTICLE XI**  
**SENIORITY**

(a) A newly hired employee, or an employee upon entry into the bargaining unit, shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority shall be retroactive to the date of hiring or upon entering into the bargaining unit.

(c) Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (a) above.

(d) Employees shall be laid off, recalled, or demoted according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee.

(e) An employee will lose his seniority for the following reasons:

1. He resigned from a classification covered by this Agreement.
2. He is discharged for just cause and not reinstated through the Grievance Procedure.

3. Upon normal retirement.

(f) Upon annual request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, classification, seniority date and the employee's rate of pay.

## **ARTICLE XII**

### **NEW JOBS, TRANSFERS, AND JOB POSTING PROCEDURES**

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. Transfers and promotions shall be made on the following basis: qualifications, past work record, demonstrated ability to perform the work involved. When all factors are deemed equal, the employee with the most seniority making application shall be transferred to fill the open position. Newly created positions or vacancies are to be posted in the following manner: the type of work, the starting date, the rate of pay, the hours to be worked, and the classification.

(b) The accepted employee shall be transferred immediately when a replacement for his job is secured in the above manner and has been adequately trained to perform the duties involved.

(c) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred, or the rate of the position to which he is transferred, whichever is higher.

(d) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall be considered an open position and posted for bidding.

(e) The Board shall have the right to appoint the Head Custodian based on qualifications such as leadership abilities, work record, and seniority. The Head Custodian will be paid an additional one dollar (\$1.00) per hour than Step Five (5) of the Maintenance 1 scale. No Head Custodian will be allowed to bid on another Head Custodian position in a different building for the life of this Agreement. (Gary Aungst pay to be based on his current rate of pay before salary increase calculated).

## **ARTICLE XIII**

### **NEW JOBS**

(a) The Employer shall have the right to establish, evaluate, change and eliminate jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of the job in which no substantial change in the job itself has occurred. When a new or revised job involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications, classifications, and rates of pay, and to place them into effect.

The Employer shall notify the Union in writing of any such temporary job which has been into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the rate at which the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of the Agreement.

(c) The Employer, in cooperation with the Union, may provide in-service training for bargaining unit members to improve and advance the job related skills, or acquire new skills which will be of value to the Employer and the employee. Management has the right to determine the program topics, the frequency of in-service programs, as well as the number of bargaining unit members who will attend each in-service program.

## **ARTICLE XIV**

### **LEAVES OF ABSENCE**

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report

for work and has exhausted any means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability, provided he promptly notifies the Employer of the necessity therefore, and provided he promptly notifies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(c) A seniority employee who becomes pregnant shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer upon a doctor's verification of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall be granted a leave of absence not to exceed one (1) year. (Normally an employee shall be expected to return to work within six [6] weeks after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.)

(d) The reinstatement rights of any employee who enters the Military Service shall be determined in accordance with the provisions of Federal, State, or local law granting such rights.

(e) Leaves of absence will be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations, provided such an employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.

(f) Any employee in the bargaining unit elected or appointed to a full-time or office in the Union, whose duties require his absence from work, shall be granted a leave of absence not to exceed three (3) years.

(g) All reasons for leaves of absence shall be in writing stating the reason for the request to be maintained by the Employer, a copy of the approval furnished to the employee.

(h) An employee who meets all of the requirements as hereinbefore specified may apply for a leave of absence without pay, shall accumulate seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employees.



(i) An employee, to effect their return to work from a leave of absence granted under section (f) and section (a), if practicable, must notify in writing the Williamston Community Schools within sixty (60) working days prior to the date the person intends to return to work. The Employer may request a verification of health of an employee in relation to the performance of the employee's normal job duties prior to return to work.

## **ARTICLE XV**

### **DISCIPLINE AND DISCHARGE**

Dismissal, suspension, and/or other disciplinary action shall be only for just cause and stated causes with the employees having the right to defend themselves against any and all charges.

(a) The Employer will follow a policy of progressive discipline, subject to "(b)" below, which includes verbal warning, written warning, reprimand, suspension, and discharge as a last resort.

(b) The point of initiation to any disciplinary action may be determined by the severity of the employee's behavior.

(c) Warnings and reprimands shall be discussed privately between the employee and the administrator, except when either party requests the presence of a Union and/or administration representative.

(d) When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

#### **(e) Notice of Discharge, Suspension, or Discipline**

The Employer agrees that upon the discharge, suspension, or discipline of an employee, to notify the employee in writing of the discharge, suspension, or discipline within three (3) working day of said action.

#### **(f) Factors Causing Loss of Seniority and Employment**

Some of the factors causing suspension, dismissal, and/or any other disciplinary action, but not limited to:

1. Absence for one (1) day without proper notification to the Employer,

and without a good sufficient reason.

2. Repeated and chronic tardiness.
3. Failure to return to work from an authorized leave of absence at the agreed upon date, without just and sufficient reasons acceptable to the Employer, is considered a voluntary resignation.
4. Insubordination to supervisor.
5. Incompetence in work performance.
6. Conduct unbecoming of a public employee.

## **ARTICLE XVI**

### **GRIEVANCE PROCEDURE**

- (a) A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- (b) The time elements in the steps can be shortened or extended upon written mutual agreement between the parties.
- (c) Working days shall be defined as those days Monday through Friday.
- (d) Matters of working conditions are subject to conferences, to be called by either party.
- (e) Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure in five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

#### **Step One**

- (a) Any employee having a grievance shall discuss the grievance informally with his supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Steward and the supervisor to discuss the grievance.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) statement of the grievance and the facts upon which it is based, and citing the alleged violation(s) of the Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

### **Step Two**

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his designee within five (5) working days of the receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The Superintendent or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) working days following receipt of the appeal.

(c) The Superintendent or his designee shall then give his decision in writing to the Business Representative of the Union within ten (10) working days of the meeting.

### **Step Three**

(a) Any appeal of a decision rendered by the Superintendent of Schools or his designee shall be presented in writing to the Board of Education within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools or his designee. The President of the Board, within ten (10) days after receipt of the grievance, shall decide whether or not to schedule a hearing for the Board's next regular scheduled meeting. The Board shall communicate the decision to the Union within five (5) days. If the hearing is held, the Board shall render its decision within one (1) month from the date of the hearing.

(b) The Board of Education shall give their decision in writing relative to the grievance before the third (3<sup>rd</sup>) Monday of the following month of their meeting with the Business Representative of the Union.

### **Step Four**

(a) If the grievance is not able to be settled at the level of the Board of Education, then within fifteen (15) working days from receipt of the decision of the Board of Education, the grievance must be submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.

(c) The Arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The Arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the Arbitrator shall be born by the non-prevailing party. The Arbitrator shall be requested to specify who is the non-prevailing party.

(g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the Arbitrator shall be final, conclusive, and binding upon all employees, the Employer, and the Union.

## **ARTICLE XVII**

### **HOURS AND WORK WEEK**

#### **Section 1.**

(a) The regular scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday, and ending one hundred sixty-eight (168) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours.

(c) Each employee will be given two (2), fifteen (15) minute rest periods during a working day; one (1) during the first four (4) hours, second (2<sup>nd</sup>) during the second four (4) hours.

(d) The normal work day shall be eight (8) consecutive hours, excluding an unpaid lunch period. There shall be three (3) shifts - days, afternoons and midnights.

The day shift shall begin between the hours of 5:00 a.m. and 8:00 a.m. The afternoon shift shall begin between the hours of 1:00 p.m. and 4:30 p.m. The midnight shift shall begin between the hours of 9:00 p.m. and 12:00 p.m. All employees whose normal hours are changed due to necessity will receive forty eight (48) hours notice, or shorter notice if an emergency exists. Shift assignments shall be bid by seniority on an annual basis.

(e) Employees hired before 7/1/98 will be on the day or afternoon shifts, Monday through Friday, if day and afternoon shifts are available, unless they bid on a midnight shift, and if day and afternoon shifts are available.

Employees' hired after 7/1/98 shifts will be either Monday through Friday or Tuesday through Saturday, at the Board's option.

The actual work week for the midnight shift shall be mutually agreed upon by the Union and the Employer, with the needs of the district taken into account.

## **Section 2.**

(a) Overtime rates will be paid as follows:

1. Time and one-half (1-1/2X) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned. When an employee voluntarily changes shifts or times of a shift, the twenty-four (24) hour rule for overtime will not apply unless that employee works more than eight hours (8) in the changed shift.

2. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2X) his regular rate, or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

3. All hours which are paid by the Employer, but not worked by the employee shall be counted as hours worked for computing overtime payment, except sick pay.

4. The one-half (1/2) hour unpaid or paid lunch period shall be duty free.

5. Double time (2X) will be paid for all hours worked on Sunday.

## **Section 3.**

(a) Overtime shall be divided and rotated as equally as possible within the

building according to seniority, and among those employees who regularly perform such work, provided they are qualified to perform such work.

(b) It is recognized that overtime is a responsibility of the job. When there is an insufficient number of volunteers for overtime, overtime may be assigned to that qualified employee who has worked the least amount of overtime during the current school year.

(c) No time off during the week to compensate for overtime, unless mutually agreed between the parties.

(d) All overtime must be authorized by the Employer.

(e) The custodian will be assigned to be on duty to cover a scheduled authorized extra activity that is held within the building when that activity creates substantial additional work for the custodian.

#### **Section 4. Special Job Premium**

If a maintenance or custodial classified employee performs bus mechanic duties, he will be paid up to one dollar fifty cents (\$1.50) per hour more as a premium, however, such salary shall not exceed the normal hourly rate of the mechanic.

### **ARTICLE XVIII**

#### **SICK LEAVE**

##### **Section 1.**

(a) Each employee covered by this Agreement, at time of hire for full-time employment, will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month, with no limit on the maximum accumulation.

(b) Record of sick leave accumulated and used shall be available to the employee or the Union upon request.

(c) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, sickness due to pregnancy, injury, or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee's household would require the care and attendance of the employee due to injury or illness. When an employee has prolonged or reoccurring absences, the district reserves the right to require the employee to submit a doctor's excuse before such leave is approved.

employee to submit a doctor's excuse before such leave is approved.

## **Section 2. Personal Business Days**

(a) Each employee covered by this Agreement, at time of hire for full-time employment, will be entitled to a total of two (2) personal business days per year, deducted from sick leave.

(b) Personal business means an activity that requires the employee's presence during the working day, and is of such nature that it cannot be attended to during another time of the day.

(c) Application for personal business leave must be submitted in writing at least forty-eight (48) hours in advance, except in the event of an emergency, when a shorter notice may be acceptable. Personal days will not be granted the day before or after a holiday or vacation.

## **Section 3. Funeral Leave**

(a) Each employee covered by this Agreement shall be granted up to three (3) days sick time off with pay for a death in the employee's immediate family. Extensions may be granted for extenuating circumstances.

(b) Definition of employee's immediate family:

The employee's immediate family shall be interpreted as including: wife or husband, child, stepchild, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, and half sister.

(c) Each employee covered by this Agreement shall be granted up to one (1) day sick time off with pay for a death of the employee's aunt, uncle and first cousin.

## **Section 4. Attendance Bonus**

Employees will be paid an attendance bonus for the period from July 1<sup>st</sup> to June 30<sup>th</sup> at the following bonus rates and qualifications:

No sick and/or personal days	\$175.00
No sick days	\$125.00
One (1) sick day	\$100.00
Two (2) sick days	\$50.00

\* Sick days for this bonus will not include funeral days.

## ARTICLE XIX

### HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

July Fourth	Good Friday
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
President's Day	Day after Thanksgiving
Christmas Day	Christmas Eve Day
Memorial Day	Day after Christmas
Martin Luther King Day	

(b) Employees required to work on any of the above named holidays, except Martin Luther King Day, Good Friday or President's Day, shall receive time and one-half (1-1/2X) for hours worked, in addition to the regular holiday pay. Employees required to work on Martin Luther King Day, Good Friday or President's Day shall be granted a day off with pay at a later date which is mutually agreeable to the employee and Employer.

(c) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday.

(d) Employees to be eligible for holiday pay must, if scheduled, work the last day preceding the first work day following a holiday, unless on sick leave or authorized leave of absence.

(e) In the event that the scheduled holidays falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall be granted a day off with pay for the holiday at a later date that is mutually agreeable to the employee and the Employer.

(f) Less than full-time employees will receive the pro-rata portion of the agreed holidays which fall during their normal work term.



## ARTICLE XX

### INSURANCE BENEFITS

(a) The Employer shall provide the Blue Cross/Blue Shield Flexible Blue 2 Plan, with Flexible Blue Prescription Drug and Preventative Care, effective January 1, 2007. The Employer shall pay the full premiums for single, two-person and family coverage for the duration of the contract.

The Flexible Blue Plan includes a one thousand two hundred fifty dollar (\$1,250.00) single, and two thousand five hundred dollar (\$2,500.00) two-person and family calendar year deductible. The plan shall include riders DC, FB-OCSM-24, FB-PC500M, CI, PCD2, PD-CM and XVA. For employees enrolled in the Flexible Blue 2/HSA plan, the Board shall also deposit one thousand two hundred fifty dollars (\$1,250.00) single employee, and two thousand five hundred dollars (\$2,500.00) two-person or family, into the employee's Health Savings Account prior to January 1<sup>st</sup> of each year for the duration of this contract. The employee becomes the owner of the HSA funds upon the Board's deposit. If the deductible amounts should increase because of IRS mandates and/or Blue Cross/Blue Shield changes, the Board will deposit the full deductible amount during the duration of this contract. The Board will pay the HSA/Debit Card administrative fees (not individual fees) for all enrolled employees for the term of this contract.

The Employer shall pay the premiums for the SET ASSURANT Dental Plan 80/80/80, with one thousand dollars (\$1,000.00) maximum, and SET SPECTRA Vision Plan 3. Cash-in-lieu amounts shall be increased to four thousand dollars (\$4,000.00) annually for those not taking insurance. If one (1) additional bargaining unit member who is eligible for health insurance chooses "cash-in-lieu", the amount will increase to four thousand five hundred dollars (\$4,500.00), and if two (2) additional bargaining unit members who are eligible for health insurance choose "cash-in-lieu", the amount will increase to five thousand dollars (\$5,000.00). Implementation of the "cash-in-lieu" amounts will be implemented by paying the four thousand dollar (\$4,000.00) amount twice per month (twenty-four [24] times per year) in equal amounts. Increase in "cash-in-lieu" amounts is calculated by individual contracts. The Transportation contract base will be two (2), the Secretarial contract base will be three (3), and the Custodial/Maintenance contract base will be one (1). If the change in the "cash-in-lieu" contract base is after July of the current contract year, the amount will be prorated based on which month it was effective. For example, if someone switched in November, the increase would be \$292.00 ( $500 \times 7/12$ ). If the "cash-in-lieu" is increased from the base, it will also be decreased if the number of employees taking "cash-in-lieu" is decreased in the same ratio as the increase, with a minimum being the base of four thousand dollars (\$4,000.00).

The Board will name a primary carrier and pay the full hospitalization cost premium for full hospitalization coverage. If an employee chooses to take a secondary

carrier, the employee will pay the difference in cost between the primary and the secondary carrier. The Employer shall provide a fully paid twenty thousand dollar (\$20,000.00) term life insurance policy for each employee covered by the terms of this Agreement.

(b) Employees not subscribing to hospitalization insurance may receive up to eighty dollars (\$80.00) per month in optional insurance benefits, or a tax sheltered annuity, as specified in the insurance underwriters program available to employees in this school system.

(c) The Board will provide, without cost to the employees, comprehensive sick and accident insurance via a Long Term Disability Insurance Policy. Said policy will assure benefit payment to the employee in the event of disability on the following basis:

(1) Monthly benefits will commence following a qualifying period of ninety (90) calendar days. Benefits will be payable at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's monthly salary, not to exceed a maximum benefit of three thousand dollars (\$3,000.00) per month.

(2) The insurance will offset all payments which may be covered by Social Security, Worker's Compensation, retirement, disability payments, and/or other similar benefits. Protection will continue until age sixty-five (65), or the termination of the disability, whichever comes first.

(d) All benefits are subject to the terms and conditions of the applicable master policies between the school district and the insuring companies. The Board's liability is limited to the payment of premiums as specified above.

Whenever more than one member of a household is employed by the school district on a regular full-time basis, the basic coverages for health insurance will be provided only to one member. Each individual employee will receive the income protection and Worker's Compensation insurance specified and/or required by law.

Benefits end with termination of employment, or upon going on lay-off or unpaid leave status. Employees may have a right to continued coverage of their health benefits, at their own expense, at the district rate plus two percent (2%), as provided under the COBRA law.

The Board reserves the right to substitute another carrier of coverages, provided benefits are equivalent and the Board meets and confers with the Union prior to the substitution.

## ARTICLE XXI

### VACATIONS

(a) Employees continuously employed by the Employer shall receive paid vacation based upon their straight time rate according to the below listed schedule:

Completion of one (1) year of service	Two (2) weeks vacation with pay
Completion of five (5) years of service	Three (3) weeks vacation with pay
Completion of ten (10) years of service	Four (4) weeks vacation with pay

(b) To be eligible for a full vacation, an employee must work a minimum of eighty percent (80%) of his regularly scheduled working hours, and must work until either his anniversary date or the end of the school fiscal year, whichever comes later.

In any one vacation year, should total absence exceed twenty (20) percent, all time lost will be excluded from computing vacations.

(c) Vacation time is non-cumulative, and vacations will be scheduled throughout the year at a time that is mutually agreeable between the employee and their immediate supervisor, with the exception of two (2) weeks prior to the start of the school year when vacations will not be allowed. The district may limit the number of employees on vacation at any one time in order to maintain an efficient custodial/maintenance operation. Vacation should be requested thirty (30) calendar days in advance, or at least fourteen (14) calendar days of the requested vacation period, and a response must be given within ten (10) working days of the vacation request. If a vacation request is denied, then the building administrator must give a good reason to the employee.

(d) Employees terminating employment, or who are placed on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of their vacation pay for each month or major fraction thereof between the employee's anniversary date, and the employee's termination date, or the date the employee is placed on a leave of absence, whichever is applicable.

## **ARTICLE XXII**

### **SEVERE WEATHER AND EMERGENCIES**

#### **Section 1. Reporting During Severe Weather**

Whenever schools are closed due to emergencies or severe weather, all unit members are expected to report for work for their regularly assigned shift, unless instructed otherwise by the Maintenance Supervisor or his/her designee.

#### **Section 2. Call-In During Severe Weather**

During the severe weather or emergencies, an employee may be required to work at times other than his/her regularly assigned shift. Employees may be required to work in a team or teams to keep buildings and grounds operational or prepare for reopening. During such times, the Maintenance Supervisor will supervise the work.

#### **Section 3. Failure to Report**

If an employee is unable to report due to severe weather, the employee will be charged a business leave day, vacation day or unpaid leave day. The employee will designate the type of leave to be charged.

If the weather is so bad and it is too dangerous for an employee(s) to work, they will be excused for the day and paid for it.

## **ARTICLE XXIII**

### **JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received from such jury service, for a total not to exceed forty-five (45) days per year.

## **ARTICLE XXIV**

### **WORKMEN'S COMPENSATION**

(a) A seniority employee who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate of pay for time lost during the first seven (7) days not covered by the Workmen's Compensation Act,

provided he follows the instructions of a physician as determined by the Employer, and provided he returns to work not later than the time recommended by an appropriate medical authority. Following the first seven (7) days, such seniority employees shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

(b) Employees who have exhausted their sick leave credits and are still unable to return to work may be paid for any unused vacation credits.

## **ARTICLE XXV**

### **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto and made a part hereof by reference.

## **ARTICLE XXVI**

### **BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors, and assignees.

## **ARTICLE XXVII**

### **SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

#### **Section 1.**

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer, unless executed in writing between the parties hereto.

#### **Section 2.**

The waiver of any breach or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of the terms of any conditions herein.

### **Section 3.**

If any Article or section of this Agreement, or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or endorsement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

## **ARTICLE XXVIII**

### **TERMINATION AND MODIFICATION**

(a) This Agreement shall continue in full force and effect until June 30, 2012.

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If either party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to Williamston Community Schools, 418 Highland Street, Williamston, Michigan 48895, or to any other such address the Union or the Employer may make available to each other.


(e) The effective date of this Agreement is July 1, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

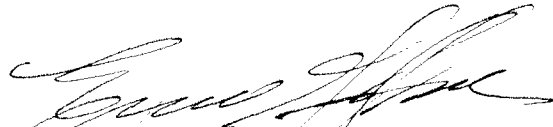
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

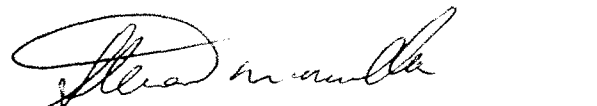
**WILLIAMSTON COMMUNITY  
SCHOOLS  
BOARD OF EDUCATION**


**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO**


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Recording-Corresponding Secretary

BL/tjf  
opeiu42afl-cio  
Williamston Custodians 2009-2012.wpd  
10/08/09

**SCHEDULE A**  
**WAGE SCHEDULE**

***Grounds/Custodians/Maintenance***

<b>Effective:</b>	<b>Prob</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>7/01/09</b>	\$11.86	\$12.51	\$13.16	\$13.83	\$14.52	\$15.23

***Maintenance I***

<b>Effective:</b>	<b>Prob</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>7/01/09</b>	\$11.86	\$13.71	\$14.39	\$15.14	\$15.89	\$16.67

***Maintenance II***

<b>Effective:</b>	<b>Prob</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>7/01/09</b>	\$11.86	\$14.39	\$15.14	\$15.89	\$16.67	\$17.79

***Head Mechanic***

<b>Effective:</b>	<b>Prob</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>7/01/09</b>	\$11.86	\$16.45	\$17.30	\$18.15	\$19.08	\$20.03

***Gary Aungst***

<b>7/01/09</b>	<b>\$18.82</b>
----------------	----------------

If another bargaining unit receives an increase then this bargaining unit shall receive the same increase. If another bargaining unit receives a decrease, the wage rates for this bargaining unit shall remain as is; otherwise, wages remain the same for the term of the agreement.

Individuals will move up a step on July 1<sup>st</sup> if they are off probation at that time. If they are on probation, they will move up a step on the following July 1<sup>st</sup>.

Any employee promoted from one class will be moved to the next step of the new classification determined by the Employer, and in no case will the pay be less than what they were receiving.

The number of Maintenance II classification will be determined by the Board.

The Employer shall, at no cost to the employee, train all employees on relevant



identified areas, and all employees shall be considered on duty while training.

## **LONGEVITY**

Each employee who would qualify, based on his total years of continuous seniority with the Employer, shall be paid additional compensation which shall be added to their base rate of pay and paid over the full year. Such longevity wage increases shall be paid to the employee according to the following schedule, and in the same manner as provided for in the regular Salary Schedule.

Five (5) or more years of service, an additional thirty-five cents (\$.35) per hour added to base rate of pay.

Ten (10) years or more of service, an additional forty cents (\$.40) per hour added to base rate of pay.

Fifteen (15) years or more of service, an additional fifty cents (\$.50) per hour added to base rate of pay.

Twenty (20) years or more of service, an additional sixty cents (\$.60) per hour added to base rate of pay.

Twenty-five (25) years or more of service, an additional seventy-five cents (\$.75) per hour added to base rate of pay.

## **PAID RETIREMENT**

The Board agrees to continue paying the employee's contribution into the Michigan Public School Employee's Retirement Fund.

## **MISCELLANEOUS**

The Employer shall pay the total cost of a uniform rental of five (5) changes per week for the Head Mechanic and Assistant Mechanic through a uniform rental company, and with such company to launder and maintain such uniforms.

The Employer agrees to furnish, at no cost to the employee, gear or equipment such as coveralls, hip boots, etc., which the Employer believes is an aid to the employee in the performance of their jobs.

## LETTER OF AGREEMENT

*between*

### IUOE LOCAL 324 CUSTODIANS

*and*

### WILLIAMSTON COMMUNITY SCHOOLS

The parties agree that current custodians who retire before August 1, 2009, will be hired back through a contracted service. The retired employee shall receive the same hourly rate of pay, per the IUOE/WCS contract, that the retired employee was earning at the time of his/her retirement. The private employees would also maintain the same number of holidays as they currently are receiving. Seniority will apply to private employees for shift selection and lay-off purposes, as long as they are current on Union dues, which will be paid directly to the Union by the employees.

The regular schedule for retired/private employees will be Monday through Friday. Private employees shall receive five (5) paid personal days, per year, which can be used for whatever purpose they choose. These paid personal days shall not be carried over to another year. Private employees shall receive four (4) weeks of vacation, which must be used during the summer months. Other time off during the year will be unpaid and arrangements must be made with WCS.

Vacation that will be earned by the end of June 30, 2009 (four [4] weeks) must be used in the month of July, 2009. For retirement purposes, the last paid days shall be July 31, 2009. If the retiree has unused vacation prior to June 30, 2009, the district will pay up to fifteen (15) days prior to June 30, 2009. Any remaining days must be used before June 30<sup>th</sup>, but not until school is out in June.

Retirees will not work overtime unless no one else in the bargaining unit is willing to work the overtime.

Accumulated sick days will be paid out according to Article 9, Retirement, of the collective bargaining agreement, up to a maximum of four thousand five hundred dollars (\$4,500.00) per employee. This payment is to be deposited into a 403(b) account.

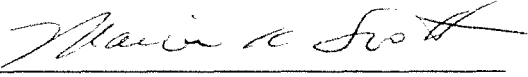
All other benefits will end July 31, 2009, or earlier, if an employee's retirement date is before July 31, 2009.

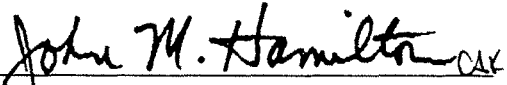
The employee will need to supply the Employer with a letter of intent to retire.

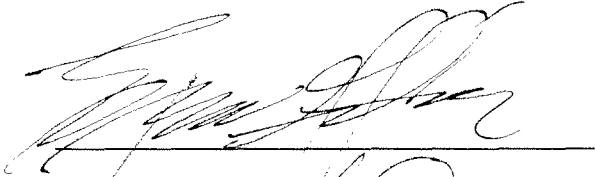
In exchange for the above, the Employer and the Union agree to a contract period through June 30, 2012.

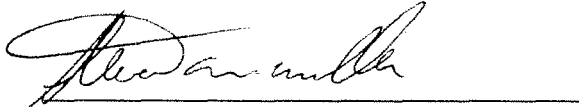
For the **Employer**

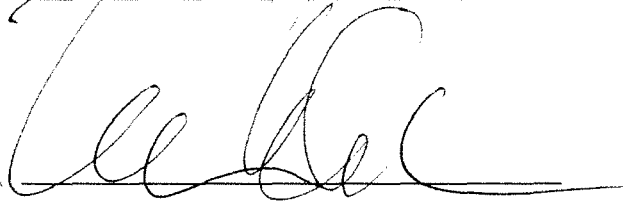
For the **Union**

  
\_\_\_\_\_

  
Business Manager

  
\_\_\_\_\_

  
President

  
\_\_\_\_\_

  
Recording-Corresponding Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date