

6/30/99

4142

**AGREEMENT
BETWEEN**

**LOCAL UNION NO. 580, AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS OF AMERICA**

AND

**WEBBERVILLE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

JULY 1, 1996 THROUGH JUNE 30, 1999

Webberville Community Schools

THIS AGREEMENT, made and entered into this 1st day of July, 1996, by and between the Webberville Community Schools Board of Education, party of the first part, and hereinafter termed the "Board", and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the "Union."

ARTICLE I

RECOGNITION

Section 1-1.

The Board recognizes the Union as the sole and exclusive representative for collective bargaining, as defined in the Michigan Public Employment Relations Act, for all custodial and maintenance personnel excluding: Supervisors, substitutes and all others.

Section 1-2.

"Custodial and maintenance personnel" is defined to include those custodial and maintenance positions specially funded from other than normal sources of revenue (example: CETA). In relation to those positions, it is expressly agreed that:

A. The duration of the positions shall be for the duration of the funding only, and the Board shall be under no obligation to retain any bargaining unit position for which funding no longer exists.

B. The normal and usual duties of the bargaining unit shall not be replaced by CETA, Michigan Youth Corps, or JPTA personnel.

ARTICLE II

RATES OF PAY, WAGES AND FRINGE BENEFITS

Section 2-1.

Attached hereto and marked "Schedule A" is a schedule showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that Schedule A and the contents thereof shall constitute a part of this agreement.

Section 2-2.

A. Pursuant to the authority set forth in the Michigan School Code Section 380.1255, the Board of Education agrees to make premium payments for the following insurance coverages. Any proposed changes during the term of this agreement shall be a proper subject of negotiations between the Union and the Board and no changes shall be made until the parties have reached agreement regarding the proposed change(s).

MESSA Super Care I
Delta Dental = Auto Plus 100: 90/90 \$1,000
Orthodontic 90%/\$1,500
VSP2
\$3,000 Life
LTD (60%/90 days)

B. The Board shall provide each employee at the Board's expense with a life insurance policy in the amount of \$3,000. The Board shall also have the right to authorize a deduction of \$1.00 per month from his/her pay and then be entitled to receive \$3,000 life insurance covering his/her dependents' lives.

C. General conditions pertaining to fringe benefits:

1. Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers-policyholders on the first day of the month following the month work commenced.
2. Changes in family status shall be reported to the Superintendent's office within thirty (30) days of such change. The employee shall be responsible for any over payment of premiums made by the Board on his/her behalf for failure to comply with the provisions of this paragraph.
3. Employees who have Board provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
4. Employees covered under another health insurance plan are not eligible for health coverage under this agreement.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following resignation, retirement, discharge, layoff, or commencement of unpaid leave. However, employees having a school year work schedule and who have rendered complete service during that school year shall have their insurance benefits continued during the summer months (June, July, August) in the event of layoff. Such benefits shall be discontinued at the beginning of the ensuing school year.

6. Part-time employees who are eligible for benefits shall have their benefits pro-rated with the employee responsible for any premium differential.

D. Failure to make use of all, or any part, or the maximum possible premium coverage available, shall not make any funds transferable to cash or other form of benefit for custodian or others.

Section 2-3.

Custodians are covered by worker's compensation. In the event of a worker's compensation claim, if the custodian after the seven (7) day waiting period is awarded worker's compensation and wishes to draw accumulated sick leave for the differential between worker's compensation and his/her normal salary, the custodian's pay will accordingly be reduced to the difference between worker's compensation benefits and his/her regular rate of pay, not to exceed the total value of his/her accumulated sick leave. Sick leave will be charged on a pro-rated basis computed on the relationship of his/her differential pay to this/her regular rate of pay.

Section 2-4. Agency Shop.

A. When the Board needs additional custodians, it shall give the local Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the local Union.

B. Membership in the Union is not compulsory. Custodians have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

1. Accordingly, each custodian in the Teamsters Local 580 bargaining unit shall pay his/her own way and assume his/her share of the obligation along with the grant of equal benefits contained in this agreement.
2. The Union is required under this agreement to represent all of the custodians in Teamster Local 580 bargaining unit fairly and equally without regard to whether or not a custodian is a member of the Union. The terms of this agreement have been made for all custodians in the Teamster Local 580 bargaining unit and not only for members in the Union, and this agreement has been executed by the Board after certification by the Michigan Employment Relations Commission that the Union is the choice of a majority of the custodians in the Teamster Local 580 bargaining unit.

C. In accordance with the policy set forth under subparagraph B of this section, all custodians shall as a condition of continued employment, pay to the Union, the custodian's exclusive collective bargaining representative, an amount of money representing the Teamster 580 bargaining unit member's fair share of the cost of contract negotiation and contract administration. For present custodians, such payments shall commence thirty-one (31) days following the date of execution of this agreement, and for new custodians, the payment shall start thirty-one (31) days following the date of employment.

D. Union Dues. The Board agrees to deduct from the pay of each custodian all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every custodian provided, however, that the Union presented to the Board authorizations, signed by such custodian, allowing such deductions and payments to the local Union. During the life of this agreement, the Board agrees to deduct Union dues from the second pay of each month of each custodian who submits a properly prepared authorization for check off of dues from the payroll department. The Board shall rely solely upon the information appearing on this form. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the custodian's pay is less than the amount of the dues.

Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two (2) weeks after the second payroll of each month.

E. The Union agrees to indemnify and save the Board, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court or administrative agency costs), that may arise out of, or by reason of, action taken or not taken by the Board for the purposes of complying with this Article.

Section 2-5.

When a regular pay day occurs within a school vacation period during the school year, when custodians are not scheduled to work, that day shall be advanced to the last working day prior to the beginning of said vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.

Section 2-6.

Pay periods shall be every two weeks during the year.

Section 2-7.

Supervisors will not perform the work normally assigned to bargaining unit custodians while bargaining unit custodians are on layoff, except that supervisors may do custodial work for attending and demonstration purposes at any time.

Section 2-8. Sub-Contracting.

For the purpose of preserving work and job opportunities for the custodians covered by this agreement, the Board agrees that no worker services of the kind, nature or type covered by, or presently performed by, or hereinafter assigned to the collective bargaining unit, will be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other vendor, person or non-unit employee where the same shall reduce any custodian's regular working hours.

Section 2-9. Extra Contract Agreements.

The Board agrees not to enter into any agreement, individually or collectively, with any custodian or custodians, which in anyway conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours, or working conditions of said custodians, or which in any way may be considered a proper subject for collective bargaining.

Section 2-10. Longevity.

At the beginning of their twelfth (12th) year through fifteenth (15th) year of employment, corresponding to the anniversary date of hire, custodians will receive a longevity payment of Two Hundred Fifty Dollars (\$250.00). At the beginning of their sixteenth (16th) year of employment and at the beginning of each subsequent year with the Webberville Community Schools, custodians will receive a longevity payment of Five Hundred Dollars (\$500.00).

ARTICLE III

HOURS OF EMPLOYMENT

Section 3-1.

The assignments shall recognize the principle of the forty-hour week. All work in excess of ten (10) hours per day or forty (40) hours per week, whichever is greater, but not both, shall be paid at the rate of one and one-half (1½) times the regular rate.

- A. When custodians are informed school is closed during a regular scheduled school day, and told by the Superintendent they do not have to report for work, it

shall be considered as time worked for computing overtime.

- B. All work performed on Saturday will be paid for at the rate of one and one-half ($1\frac{1}{2}$) for all custodians having a scheduled work week Monday through Friday. Paid leaves due to illness, vacation, and personal business leave will be considered "time worked" for purposes of overtime eligibility. Custodians taking unauthorized leave during the week shall be paid straight time for Saturday work.
- C. All overtime work performed on Sundays shall be paid for at the rate of two (2) times regular rate. All building security checks on the weekend and holidays will be paid at one and one-half ($1\frac{1}{2}$) times the regular hourly rate.
- D. Call-in pay. When called to report for work on unscheduled work days, custodians shall be paid two (2) hours pay, whether actually worked or not.

Section 3-2.

Opportunities for overtime work in each building shall be distributed on a fair and equitable rotation among all the custodians in that building and then among other custodial personnel in other buildings.

If a custodian refuses an overtime assignment when offered, he/she shall be deemed to have forfeited his/her opportunity during that rotation, and shall not be offered overtime again until his/her turn in the next rotation.

Section 3-3.

Overtime work requiring special skills shall be offered to those custodians with experience on these skilled jobs.

Section 3-4.

In times of emergency or when no custodian is voluntarily available for overtime work, each custodian may be assigned his/her share of overtime work. If so assigned, the custodian shall be required to perform his/her share of the work, provided that in no case shall a custodian be paid less than one (1) hour of overtime, nor shall a custodian be required to work more than a total of twelve (12) hours per day.

Section 3-5.

Lunch periods shall be thirty (30) minutes in length.

Section 3-6.

Two (2) fifteen-minute break periods are permitted for each full shift with one (1) break the first half of the shift and one (1) break the last half.

Section 3-7. Leave of Absence.

Leave of absence, as prescribed in paragraph A below, may be granted for the reasons listed in paragraphs B, C, D, E, and F.

A. A one-day sick leave of absence per month shall be granted with unlimited accumulation at the rate of twelve (12) days per full year. Upon termination of services from Webberville Community Schools, employees retiring from the Webberville Community Schools and hired by the Webberville Community Schools prior to July 1, 1987, will receive fifty percent (50%) of their unused sick days up to one hundred (100) days. (Example: If a custodian had accumulated sick days at the time of retirement equaling 150, the custodian would be paid for 50% of 100 days. In other words, the custodian would be paid for 50 days.) The pay will be computed at a rate of One Hundred Twenty-Five Dollars (\$125.00) per day at the time of retirement. The Board shall have the option of making the payment in one lump sum or of spreading the payment out over five (5) years with a payment of at least twenty percent (20%) of the total amount each year. Retirement means:

1. Any combination of age and service that would make the retiring employee eligible for retirement under the Michigan Public School Employees Retirement System.
2. Upon the death of a retired employee receiving benefits under this provision, the balance of any amount owed will be paid to the employee's designated beneficiary or in the absence of same, the estate of the employee.

B. Death in the immediate family. A maximum up to three (3) days with pay may be granted at the time of death when needed in case of death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the custodian principally is responsible for financial and physical care.

C. Funerals outside the immediate family. One (1) day without pay may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.

D. Personal Illness. A written statement may be required from the attending-physician in cases of an injury or illness that keeps a custodian from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing the eighth (8th) calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by worker's compensation regardless of the length of the absence.

E. Illness in the employee's household is defined as persons for whom the custodian is responsible for financial and physical care.

F. One (1) day per period of illness shall be granted; otherwise, the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance.

Section 3-8. Health Leave.

A. Any custodian with one (1) year seniority or more, whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from leave, a custodian may be assigned to the same or a similar position.

B. Whenever a leave of absence is granted as described, a custodian must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system.

The Board reserves the right, at its option, to require employees to be examined by a doctor of the Board's choice, pursuant to Section 3-7D.

C. Emergency closing: All regular employees shall report to work on any day which they are salaried, except in the case of the leave provisions of this agreement, or unless other specific notification is given by the Superintendent. If employees are not notified in time and report for work, such employee shall be guaranteed a minimum of two (2) hours show-up time: if put to work, such employee shall be guaranteed a minimum of four (4) hours pay at the employee's regular rate of pay.

D. Personal Business Leave. Two (2) days a year beyond the sick leave allowance may be used for personal business. In addition to the two (2) days per year, an employee shall be allowed to use one (1) sick leave day per year for personal business. The extra day will be charged against sick leave. The purpose of this leave is to relieve custodians of financial hardship in situations over which they have no control. A personal business leave day shall not be granted for the day preceding or the day following

holidays or vacation, and the first and last days of the school year except when personal business days are granted for funeral attendance not covered by the immediate family. A newly hired employee is not eligible to use any personal business days until the probationary period is completed.

E. Parental leave (including adoption): Unpaid parental leave shall be granted and shall not exceed ninety (90) work days. The duration of leave to be agreed upon between the support personnel employee and the Board at the time of the request. Further extensions may be granted at the will of the Board. The support personnel employee, upon termination of leave, shall be assigned to the same or similar position. This shall be considered an "involuntary" leave under this agreement.

Custodians qualifying for maternity leave shall receive sick leave benefits for which they are qualified.

F. Military Leave. A leave of absence shall be granted a custodian who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.

G. Leave of Absence: The Board may grant an unpaid leave of absence upon the request of a support personnel employee for other reasons not otherwise herein provided. This shall be considered a "voluntary" leave. General conditions pertaining to unpaid leaves shall be as follows:

1. Application for leave shall be made to the Superintendent at least thirty (30) days in advance of the anticipated beginning date of the leave, except in cases of emergency.
2. Seniority shall remain unbroken and shall continue to accrue during "involuntary" unpaid leaves of absence. However, no experience credit for the purpose of entitlement to any other benefit under this agreement shall accrue during unpaid leaves.
3. All requests for unpaid leaves shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
4. An extension may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave (except in cases of emergency), a Teamster Local 580 bargaining unit member must notify the Board in

writing of the request for an extension, giving the ending date of the extension. The Board will notify the Teamsters 580 bargaining unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted.

5. When an employee is returning from an unpaid leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Board shall also have the right to have the employee examined by a Board selected physician, psychiatrist, and/or psychologist at the Board's expense.

Section 3-9. Family and Medical Leave.

A. Upon request, the Board shall grant a leave of absence to any member of the working group pursuant to the Family Medical Leave Act (F.M.L.A.) for the following reasons:

- a) The serious health condition of the employee; or
- b) The serious health condition of the employee's immediate family member as outlined in the law; or
- c) The birth of a child; or
- d) The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

B. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

C. The Board shall have the option of first requiring the use of accumulated paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid. However, the employee has the option of retaining up to five (5) sick days for use during the remainder of the leave year.

D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

E. Seniority shall continue to accrue during the leave.

F. The employee shall with administrative approval have the right to take the leave on a reduced or intermittent schedule as outlined in the law.

G. The employee shall provide the Board at least thirty (30) calendar days written notice of the request for the leave when the need is foreseeable. It will include the reason for the request; the expected beginning date; the expected ending date.

H. Nothing in this article shall reduce any rights or benefits an employee would otherwise be entitled to under the Family and Medical Leave Act.

Section 3-10. Vacations.

Vacation for full year employees will be determined by the anniversary date of hire to anniversary date.

A. Employees with one (1) year:	40 hours vacation
Employees with two (2) years:	80 hours vacation
Employees with five (5) years:	120 hours vacation
Employees with eleven (11) years:	128 hours vacation
Employees with twelve (12) years:	136 hours vacation
Employees with thirteen (13) years:	144 hours vacation
Employees with fourteen (14) years:	152 hours vacation
Employees with fifteen (15) years:	160 hours vacation

B. Vacation pay shall be based upon a forty (40) hour work week.

C. Vacation may be taken at any time during the year, upon approval of the Superintendent.

D. Custodians who resign, giving at least two (2) weeks notice, shall be paid for accumulated vacation on a pro-rated basis.

E. All vacation monies earned shall be paid on a pro-rated basis when an employee is discharged.

F. All unused vacation time will be paid at the straight time hourly rate at the employee's anniversary date. However, the employee may opt to use any remaining vacation time within three (3) months of the anniversary date. If the remaining time is not used during the three (3) month period, it will be lost. In

addition, there will be no payout on unused time in the additional three-month period.

Section 3-10.

The custodian's work year begins July 1 and ends June 30 of the calendar year. A calendar of the custodial work days for the year, developed from the Board approved official school calendar, shall be provided for all custodians.

All work performed on holidays shall be paid for at the rate of two (2) times the regular rate. In order to qualify for holiday pay, it is provided that the custodian must work the regular work day preceding and the regular working day following the holiday, unless his/her absence is covered by the leave provisions of this agreement. The following holidays shall not be regular custodial work days on the calendar, but shall be paid at the custodian's regular rate of pay.

Independence Day
Labor Day (celebrated)
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
All Day Good Friday
Memorial Day (celebrated)

If a holiday falls on a Saturday or Sunday and an employee has worked his/her normal work week, an employee is not entitled to additional pay beyond a forty (40) hour work week, however, if one or more of the paid holidays falls on Saturday or Sunday, a decision will be made in conjunction with the Union as to whether or not employees will get Friday or Monday off as the paid holiday.

ARTICLE IV

OTHER CONDITIONS OF EMPLOYMENT

Section 4-1.

The employees shall have the right to use school building facilities as follows:

A. At times when no custodians are on regular duty, authorization shall be obtained from the building principal.

B. Miscellaneous:

1. The use of school mail boxes for official Union business of the organization.
2. A bulletin board for employee use will be provided.
3. The only person who can authorize a notice to be posted on the Union bulletin boards shall be the President of the local Union, or its business representative, or the chief steward. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.
4. Requests for use of other school equipment shall be made of the building principal in advance of the utilization.

Section 4-2.

The Board agrees that it will allow properly accredited representatives of the Union access to the building at any time during working hours for the purpose of policing the terms and conditions of this agreement. During school hours, the Union representatives shall first announce their presence at the principal's office and display identification if requested before proceeding to the work place.

The Union shall have the right to examine payroll records pertaining to the computation of compensation of any custodian whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the custodian involved shall give his/her consent in writing to the Union for the opening of his/her confidential file.

Section 4-3.

In the event of an open position in the bargaining unit which the Board determines to fill, such vacancy shall be posted on the staff room bulletin board in each building at least seven (7) days prior to permanently filling the position. The Board will consider any interested applicant. Where qualifications are equal, seniority shall be the determining factor.

Should new custodial positions be created, the duties and responsibilities of which are substantially different from existing job classifications, the parties agree to reopen negotiations for the purpose of establishing a classification level for the new position.

Section 4-4.

Local 580 shall have an updated copy of the written Board policy. Written Board policy shall remain in effect where no

conflict with the Master Agreement exists. The Board also agrees to give five (5) days notice for weekend work assignments.

Section 4-5.

Custodians shall report promptly to the coordinator of Community Education the presence of unscheduled groups or unsupervised students in the building outside of regular school hours. A schedule of after school activities shall be maintained in each building and a copy provided for the custodian's information. Should unscheduled groups request admission, and it is not possible for the custodian to contact the Coordinator of Community education for his approval, the custodian shall exercise good judgment in deciding whether to admit the group. Under no circumstances are student groups to be admitted without responsible adult supervision. Custodians are not expected to act in a supervisory capacity over student(s) or outside groups.

Section 4-6.

Custodians shall report promptly to the building principal or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

Section 4-7.

In case of a vacancy in a custodial position which it is the intention of the Board to fill with a regular employee, or in the absence of a custodian, a substitute shall be employed to fill the open position on a temporary basis if available. If no substitute is available, regular custodians may be required to work overtime to complete the work assigned to the vacant position.

Section 4-8.

When possible, unused portions of buildings shall be closed off.

Section 4-9. Uniforms.

The Board agrees to furnish uniforms to all union employees. The uniforms shall consist of three (3) shirts and three (3) trousers per week. Uniforms shall be whatever color combination the Board deems appropriate. There shall be no monetary adjustment in wages in lieu of uniforms. The uniforms shall be furnished and maintained by the Board, free of charge, at the standard required by the Board.

ARTICLE V

CUSTODIAL RIGHTS

Section 5-1.

Individual custodians shall have the rights described in the current State of Michigan General School Laws, and Act 379 of the Public Acts of 1965. Full rights as a private citizen shall be guaranteed.

Section 5-2.

A custodian, group of custodians, or the Union may file a grievance alleging a violation of misinterpretation of any provision of this agreement. All parties to a grievance shall identify themselves.

Individual custodians may present a grievance and have it adjusted with or without the intervention of the Union, if the adjustment is consistent with the terms of this agreement. However, the Union shall be given an opportunity to be present at the adjustment.

A. Informal procedure. The following step shall be oral and within the time specified:

1. Any custodian or group of custodians believing there is a violation as stated above shall discuss same with the immediate supervisor, within ten (10) days from the alleged violation.
2. If the decision of the immediate supervisor is not satisfactory, the custodian or group of custodians may file a written grievance within ten (10) days under the formal grievance procedure.

Failure to institute a formal grievance procedure shall be deemed acceptance of the decision at that level.

B. Formal grievance procedure. Written grievances shall contain the following information:

1. A concise statement of the facts alleging the violation.
2. The specific section of this agreement, which is alleged to have been violated.
3. A relief requested.
4. The signature or signatures of all of the grieving parties.

C. Steps to be followed:

1. If the decision of the supervisor is unsatisfactory to the grieving custodian or the Union, he/she or they shall file a written grievance to the Superintendent within ten (10) days after the decision of the supervisor. Within ten (10) days of receipt of a grievance, the Superintendent shall schedule a hearing. Within ten (10) days of the hearing on the grievance, the Superintendent shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving custodian or custodians, and filing a copy in a permanent file in the Superintendent's office.
2. If the decision of the Superintendent is unsatisfactory to the custodian(s) involved, he/she or they may file through the Union a request for mediation with the Michigan Employment Relations Commission. Such requests shall be filed within ten (10) days of the Superintendent's decision in step C.1 above.
3. Within ten (10) days after the termination of mediation, either the Union or the Board may, by written notice to the other party, elect to submit a grievance to arbitration. The Secretary Treasurer and/or Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be admitted for arbitration by the Union. The Union and the Board shall join in asking the Michigan Employment Relations Commission to submit a panel of five (5) names. The parties shall then alternately cross off names with the party which brought the grievance to arbitration having first choice until only one (1) name remains and he/she shall be the arbitrator for that specific grievance. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event, he/she shall make a written decision and his/her award shall be binding upon the Board, the Union and the aggrieved.

D. Powers of the arbitrator. The arbitrator's powers are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

2. He/she shall have no power to establish salary scales or to change any salary.
3. He/she shall have no power to change any practice policy or rule of the Board, nor substitute his judgment for that of the Board or any action taken by the Board, except where a practice, policy, rule or action is in conflict with the express terms of this agreement.
4. He/she shall have no power to decide any questions which, under Article IV of this agreement, is within the responsibility of the management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
5. He/she shall have no power to interpret state or federal law.
6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

E. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

F. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the case until the arbitrability matter has been determined in writing by the arbitrator. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

G. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

H. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost or representation including any expense of witnesses.

I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.

J. The time limits provided in this agreement shall be strictly observed but may be extended by written agreement of the parties.

K. Notwithstanding the expiration of this agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolution.

L. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should a custodian or group of custodians or the Union withdraw a grievance at any level, or should a custodian or a group of custodians leave the employ of the Board, all further proceedings on said grievance shall be barred.

M. The term "day" or "days" used herein shall mean regular working days.

ARTICLE VI

SENIORITY

Section 6-1.

The first sixty (60) working days of employment shall be regarded as a probationary period for all newly employed custodians.

Custodians who have not completed the probationary period of employment shall not have recourse to the terms of this agreement.

Section 6-2.

A. Seniority shall be defined as length of service with the school district, on a district-wide basis, as a member of the Union. Accumulation of seniority shall commence upon the Union member's first day of work. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated.

B. Probationary employees shall have seniority from their initial date of hire but shall not be entered on the seniority list until completion of their probationary period. Probationary employees shall be responsible for conforming to the Agency Shop provisions of this agreement upon their initial date of hire.

C. The Board shall prepare a seniority list for all Union members which shall be updated twice annually. The seniority list shall be posted and transmitted to the Union within five (5) days of its compilation or revision. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive. The Board shall insert the seniority list in the Union member's

pay envelope on the next pay day after revision of the seniority list.

D. In the event that there are ties in seniority, the affected employees shall draw lots to determine position on the seniority list. The Union shall be present at such drawing.

Section 6-3. Shift Preference Transfers.

A. Employees will be permitted to exercise their seniority rights over an active employee of the same classification but lower seniority on the preferred shift. Shift preference can be exercised no more than once every six (6) months unless mutual agreement of the affected employees and Superintendent.

B. If personnel realignment made by the Superintendent incorrectly gives shift preference to lower seniority personnel of the same classification, correction of this error will not be considered the exercising of the shift preference of the paragraph A.

C. The Superintendent will honor shift preference transfer requests within one (1) month of the time of the request.

Section 6-4. Reduction in Personnel, Layoff and Recall.

A. "Layoff" shall be defined as a determination by the Board to effectuate a reduction in the total number of employees, which reduction is implemented through discontinuing whole Union position(s) to the extent practicable. The parties agree that the intent of this provisions is to avoid general reductions in hours among all positions within the classification. However, the parties agree to confer (at the time layoff notices are issued) regarding the alternative or reducing hours as opposed to the elimination of full-time position(s). The Board reserves the right to select the classification(s), department, or school in which reduction shall take place.

B. Employees to be laid off will receive at least fifteen (15) working days written notice of layoff.

C. Layoffs will occur according to the following procedure:

1. Probationary employees within the affected classification(s) shall be laid off first provided the remaining employees are qualified to perform the remaining work.
2. Non-probationary employees within the affected classification(s) shall then be laid off in inverse order of seniority, provided that the remaining employees are qualified to perform the remaining work.

D. Laid off Union members may continue, at their own expense, their insurance benefits by paying the applicable premium for such coverage for a period of eighteen (18) months, however, under Federal Law PL 99-272, Title X, your continuation coverage may be cut short for any of the following five reasons: [A two percent (2%) service charge may be added to the cost of the premium.]

1. Webberville Community Schools no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid by you;
3. You become an employee under another group health plan;
4. You become eligible for medicare;
5. You are divorced from a covered employee and subsequently remarry and are covered under your new spouse's health plan.

Such payments shall be made on a payment schedule established by the Board and shall only be allowed if permitted by the insurance carrier(s) and/or policyholder(s). Employees also have a right of conversion for term life insurance which must be exercised within thirty (30) days of separation, including layoff. The employee is responsible for making contact with the insurance company. Any layoff under this Article shall suspend, for the duration of the layoff, the Board's obligation to pay salary or any other benefits under this agreement.

E. The Board shall recall employees from layoff according to seniority with the classification of the vacant position(s), provided that the recalled employee is presently qualified (at the time of recall) to perform the available work.

F. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the employee receives more than seven (7) work days advance notice of recall the employee shall immediately give a written acceptance or rejection of the position to the Superintendent. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within a seven (7) day period. Any employee who declines recall to perform work for which he/she is classified

shall forfeit his/her seniority right under this agreement and shall be considered resigned.

G. Custodial personnel upon recall shall be reinstated with all rights and benefits they accrued prior to layoff.

H. Custodial employees on layoff shall retain their seniority for purposes of recall for a period of one (1) year or the length of the support personnel employee's seniority (whichever is greater) not to exceed a maximum of four (4) years.

I. Seniority shall continue to accrue while a Union member is on layoff.

Section 6-5.

Any custodian employed in a classification covered by this agreement, who is or has been transferred to a non-union position, shall not accumulate seniority while he/she works in the non-union position. If the employee is returned to a Union classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her transfer and he/she shall maintain the seniority he/she had at the time of his/her transfer out of the Union.

ARTICLE VII

DISCIPLINE OR DISCHARGE

Section 7-1.

A. The Board agrees not to discharge or suspend any custodian without just cause. In respect to discharge or suspension, the Board shall give at least one (1) warning notice to the custodian in writing mailed to his home address, with a copy to the steward and Union so that the custodian may have an opportunity to make suitable corrections prior to further discipline or discharge, except that no warning notice need be given to a custodian before he/she is discharged if the cause of such discharge or suspension is (a) dishonesty, (b) drunkenness, (c) recklessness resulting in a serious accident, (d) conviction of a felony, (e) falsification of his application for employment, (f) sabotage of school property, or (g) moral turpitude.

B. Discipline or discharge may result if a custodian:

1. Is insubordinate - refuses to do the work assigned to him effectively.
2. Conducts himself in a manner unbecoming a school employee such as, drinking, cursing, being unkempt, stealing, etc.

3. Is disrespectful to his co-workers, supervisors or the public. -
4. Lacks sufficient competence in his work assignments to do the work satisfactorily.
5. Is convicted of any felony or circuit court misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage or property of the school district.
6. Is absent from work without properly reporting his absence as specified in Board procedure or without receiving his leave under the provisions of Article III of this agreement.
7. Falsifies any document relating to his compensation, or that of another custodian, including but not limited to the application for employment, time sheets, leave of absence cards and vacation request forms.
8. Fails to give timely notice of intent to return from a layoff or extended leave of absence.

C. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months, from the date of said warning notice. It is expressly understood that a warning notice given to a probationary custodian shall be considered in full force and effect for six (6) months from the date of said warning notice regardless of the fact that the probationary custodian may achieve seniority status as described in Article VI, Section 1, hereof in the interim.

D. Discharge shall be in writing, a copy of which shall be given to the Steward and to the Union. Any custodian may request investigation of his suspension or discharge within ten (10) days of the date thereof. Should such investigation result in the filing of a grievance which results in the suspension or discharge pay will be at his regular rate of pay.

ARTICLE VIII

STEWARDS

Section 8-1.

The Board recognizes the right of the Union to designate stewards and alternates from among the custodians. One alternate shall be designated. The Union shall inform the Board in writing as to which custodians have been designated as stewards and alternates. In the absence of the steward from work, the alternate shall exercise his/her functions. When all custodians are working

the day shift, the day shift steward or his/her alternate has sole authority.

Section 8-2.

The authority of the stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following activities:

A. The investigation and the presentation of grievances to the Board or designated Board representative in accordance with the provisions of this agreement.

B. The transmission of such messages and information as shall originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing.

Section 8-3.

Stewards or alternates shall be permitted time, not to exceed one (1) hour per week to investigate, present and process grievances on the school premises without loss of time or pay from their regular working hours. Such time spent in handling grievances during the stewards regular working hours shall be considered as regular working time for the purpose of computing overtime. Time spent in excess of one (1) hour per week shall require authorization of the Supervisor.

ARTICLE IX

CONTINUITY OF OPERATIONS

The Union and the Board agree that there will be no strike or lockout during the course of this agreement.

ARTICLE X

NEGOTIATION PROCEDURES

Neither party shall have any control over the selection of the negotiation representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.

ARTICLE XI

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this agreement and of any rider hereto, or the application of such Article or Section to persons of circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

The Union shall indemnify and save the Webberville Community Schools harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or in reliance upon signed authorization cards or lists furnished to the Board by the Union for the purpose of payroll deduction of dues, or for the purpose of compliance with the terms of this agreement.

ARTICLE XII

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

ARTICLE XIII

EQUIPMENT, ACCIDENTS, AND REPORTS

Custodians shall immediately report all accidents to their immediate supervisor. Such reports shall be made on a suitable form furnished by the Board.

Custodians will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property in violations of an applicable statute, court order, or governmental regulation relating to safety of persons or equipment. If he/she does so, such custodian will be subject to disciplinary

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ARTICLE XIV

JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted.

Jury service will not be charged to sick leave or vacation time.

ARTICLE XV

MISCELLANEOUS

Section 15-1.

The Board shall provide cleanup after weekend and other special activities.

Section 15-2.

Custodians who wish to verify their leave time may do so at any time by making an appointment with the personnel office.

Section 15-3.

The Board will maintain a set of keys at each building for the use of substitute custodians.

Section 15-4.

The Board agrees to furnish a safe road worthy vehicle.

ARTICLE XVI

MANAGEMENT RIGHTS

The Board retains the sole right to manage the school district including all rights to manage which are not inconsistent with this agreement; the right to decide the number of personnel to be employed within the school district, the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the school district and in the operations thereof; the right to reassign, transfer, and promote employees and to suspend, discipline and discharge employees for just cause; the right to determine the starting and quitting times; shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to

change existing methods of facilities; to make Board rules and regulations not in conflict with this agreement. The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Board which are not restricted or abridged by this agreement are reserved to the Board, subject only to the condition that such rights shall not be exercised in any manner which is inconsistent with this agreement.

ARTICLE XVII

TERMINATION OF AGREEMENT

Section 17-1.

This agreement shall be in full force and effect from July 1, 1996, to and including June 30, 1999. A two and one-half percent (2.5%) salary increase will be in effect for the 1996-97 year; there will be an annual salary reopener in the subsequent years of this agreement.

Section 17-2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, with party may service upon the other a notice, at least sixty (60) days prior to the termination of any subsequent contract year, advising that such party desires to continue this agreement but also desires to review or change terms or conditions of such agreement.

Section 17-3.

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this agreement.

BOARD OF EDUCATION OF
WEBBERVILLE COMMUNITY SCHOOLS

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION NO. 580



Jill Vince Baillargeon, President





Timothy W. Smith, Secretary



SCHEDULE A

Section A-1.

Effective July 1, 1996

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>
General Custodian:	\$13.53	\$13.67	\$13.81	\$13.95
Head Custodian:	\$14.46	\$14.61	\$14.76	\$14.91

Effective July 1, 1997: Wage reopener for remaining two (2) years of the agreement.

New employees shall be hired at Class A rate as listed above. Upon attaining six (6) months seniority, new employees shall be automatically moved to Class B rate as listed above. Upon attaining one (1) year seniority, new employees shall be automatically moved to Class C as listed above. Upon attaining one and one-half (1½) years seniority, employees shall be automatically moved to Class D or full rate status.

Section A-2. Normal Work Week.

The normal working days for all shifts shall begin on Monday through Friday.

Section A-3.

Employees who regularly work the night shift shall be paid five percent (5%) per hour above the day shift rate. In the event that a night shift employee is temporarily displaced to the day shift, there will be no change in rate of pay from the original night shift rate.

Section A-4.

When an employee is required to use personal transportation, mileage will be paid to the employee at the same amount as allowed by the Internal Revenue Service.

Section A-5.

Any employee working a shift starting at 9:00 P.M. and after shall receive a ten percent (10%) premium pay.

TEAMSTER & CHAUFFEURS LOCAL UNION NO. 580

Affiliated with the International Brotherhood of Teamsters

GEORGE WARNER
Secretary-Treasurer

RON DOEDERLEIN
President

September 15, 1997



Dr. Terry Peterson
Superintendent
Webberville Schools
Webberville, MI 48892

Re: Wage Freeze
Custodians

Dear Ms. Peterson:

Pursuant to our Wage Reopener meeting on August 27, 1997, it was the consensus of the Bargaining Unit to take a wage freeze for the remainder of the current contract year in lieu of a one percent (1%) wage increase.

Furthermore, let it be known that next year the Local Union and the Bargaining Unit will start negotiations in a timely manner so that negotiations can be completed prior to the expiration date.

If you have any questions feel free to contact me at any time.

Yours Truly,

TEAMSTERS LOCAL UNION 580

George Warner
Secretary-Treasurer

gw/kg

CC: Steven Crandall
Kevin Forester
Norman Nack
Steven Nelson

President, Board of Education

11-17-97
Date

Secretary, Board of Education

November 17, 1997
Date



Letter of Agreement

Between

Webberville Community Schools
Board of Education

And

Teamsters Local 580

Part time employees shall be hired at a Class A rate as listed in Schedule A. Upon attaining six (6) months seniority, part time employees shall be automatically moved to Class B rate as listed in Schedule A. Upon attaining one (1) year seniority, part time employees shall be automatically moved to Class C as listed in Schedule A. Upon attaining one and one half (1½) year's seniority, part time employees shall be automatically moved to Class D or Full Rate status.

Hours of Work

Part-time-employees who are regularly scheduled to work less than forty (40) hours per week.

Holiday Pay

Part-time employees regularly scheduled twenty (20) hours or more per week shall receive Holiday pay for those holidays covered under this Collective Bargaining Agreement. Part-time employees shall be paid four (4) hours at the straight-time hourly rate for the holiday.

Vacations

Part-time employees who meet the eligibility rules herein set forth shall be entitled to vacation with pay. Vacation pay shall be computed by multiplying twenty (20) times employee's straight-time hourly rate.

Board of Education of
Webberville Community Schools

International Brotherhood of
Teamsters Local Union No 580

Theresa M. Peterson 1-22-99

Earl L. Giffers 1-22-99

H. J. Wain 1-22-99

Steven L. Crandall 1-22-99

Part-time employees will be entitled to all other terms and conditions of this Collective Bargaining Agreement. HW 1-22-99

T.P. 1-22-99