

8973

6/30/91

MASTER AGREEMENT

between the

WHITE PIGEON SERVICE EMPLOYEES' ASSOCIATION

and the

WHITE PIGEON COMMUNITY SCHOOLS

1988-91

White Pigeon Community Schools

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ARTICLE I - AGREEMENT

This Agreement is entered into this _____ day of _____, 1988. The parties to the Agreement are the White Pigeon Community Schools, hereinafter referred to as the "Board" and the White Pigeon Service Employees Association, hereinafter referred to as the "Association."

ARTICLE II - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all regularly scheduled custodial, maintenance, but excluding aides, bus drivers, teachers, also administrative, office, clerical, temporary, and all other personnel. The term "Employee", when used in this Agreement, shall refer to all employees in the bargaining unit as defined herein.

ARTICLE III - AGENCY SHOP

Section 1. All employees shall, as a condition of employment, either join the Association or pay to the Association an amount equal to the cost of administering the contract.

Section 2. The Association agrees to save the Board harmless from any and all costs or damages resulting from the enforcement of the Agency Shop requirements.

Section 3. The Board agrees to deduct from the pay of each employee covered by this Agreement, dues and assessments as determined by the Association. The amount of said deductions will be determined by the Association, and transmitted in writing to the Business office, during the first two (2) weeks of September of each year. Such deductions shall be in twenty (20) equal amounts. Deductions shall be forwarded to the Association monthly.

ARTICLE IV - EMPLOYEE RIGHTS

Section 1. All employees shall have all rights of citizenship in addition to those provided by this Agreement.

Section 2. All employees, upon their request, shall have a union steward to represent them in cases of recorded discipline.

Section 3. Upon completion of their sixty (60) days worked probationary period, employees shall not be disciplined without just cause.

ARTICLE V - ASSOCIATION RIGHTS

Section 1. The Association shall have the right to use certain school facilities so designated by the Superintendent, for the purpose of meeting and conducting Association business, provided any said use shall not interfere with the normal operation of the school program. Prior to such use, the Association shall notify the building principal in charge of said facilities.

Section 2. Upon request, the Board shall provide the Association with available information necessary to conduct negotiations or other Association business. The Association shall reimburse the Board for all costs incurred in said provisions.

Section 3. The Board shall reproduce this Agreement and provide all employees with a copy of the Agreement. An additional five (5) copies shall be provided to the Association.

Sectin 4. At the beginning of each contract year, the Association shall be allowed a maximum of four (4) days, nonaccumulative, to be used by custodial/maintenance employees who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the District no less than forty-eight (48) hours in advance of using such leave.

ARTICLE VI - SENIORITY

Section 1. Upon the completion of their probationary period, employees' seniority covered by this agreement shall be defined as the employee's date of hire. In cases of identical hire dates, seniority shall be determined by the greatest sum of the digits of the employee's social security number.

Section 2. The Superintendent shall maintain a seniority list and provide copies to the Association upon request.

Section 3. Seniority shall be accumulated in each department only.

Section 4. Seniority shall be terminated in the following circumstances:

- (1) Voluntary quit
- (2) Discharge
- (3) Layoff of more than one year's duration
- (4) Failure to return upon recall from layoff within fourteen (14) calendar days
- (5) Employment is otherwise terminated.

ARTICLE VII - WORKING HOURS

Section 1. The normal working day for full-time custodians shall consist of eight and one-half (8-1/2) hours with one-half (1/2) hour for lunch.

Section 2. All employees shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked.

Section 3. The normal work week for full-time custodians and maintenance personnel shall be forty-two and one-half (42-1/2) hours including two and one-half (2-1/2) unpaid hours for lunch unless job description calls for less.

Section 4. Overtime shall be paid at the rate of 1-1/2 times the regular hourly rate for all time worked over forty (40) hours per week. Work performed on Sundays and holidays shall be at twice (2) the regular rate.

Section 5. Employees called in to work overtime shall receive not less than two (2) hours pay.

Section 6. Overtime by job classification shall be offered to the employee with the least credited overtime worked. Overtime that is rejected and overtime for special events shall be divided equally among all employees. If a necessary overtime assignment is rejected by all employees, the employee with the least seniority shall perform the overtime or a substitute may be found. Rejected overtime shall be credited as "working" overtime for the purpose of equalization. Variances in overtime shall not exceed five (5) hours in any two (2) consecutive months.

Section 7. A temporary employee that fills a full time position caused by other than illness, vacation, jury duty, military duty, etc., after four (4) weeks becomes permanent. Temporary employees in the Custodial and Maintenance classifications shall be eligible for overtime only after bargaining unit employees have been given the opportunity to work said overtime, or when the number of available employees in those classifications is insufficient.

Section 8. In the event of the absences of bargaining unit employees in the Maintenance and Custodial classifications, the District may hire substitutes or ask bargaining unit members to perform the necessary work.

ARTICLE VIII - VACANCIES AND TRANSFERS

Section 1. When a vacancy occurs within the bargaining unit or a new position is created, the Board shall post notice in each building for five (5) working days before filling the position. No vacancy may be filled immediately except on a temporary basis.

Section 2. Employees may bid on their own and the next higher salary classification. The filling of any vacancy shall be subject to a thirty (30) working day probationary period. If the employee's performance during this time is found unsatisfactory by the Board, for any reason, the employee shall be returned to the original job assignment without prejudice.

Section 3. No employee shall carry seniority between classifications but shall retain seniority gained in the original classification so long as employment with the White Pigeon Community Schools has continued without interruption.

Section 4. Prior to the involuntary transfer of any employee(s), the District shall consult with the affected employee(s) in an attempt to reach a mutually acceptable solution. Should a mutually acceptable solution not be found, the District retains the right to transfer said employees.

ARTICLE IX - LAYOFF AND RECALL

Section 1. Any necessary reduction in personnel shall be completed as follows:

- (1) Ten (10) working days notice shall be provided to the employee in writing.
- (2) Reductions in personnel shall be by inverse order of seniority and according to law.

Section 2. Employees shall be eligible for recall in their department for one (1) full year from the date of layoff. Employees shall be recalled in order of their seniority. Notification of recall shall be by certified mail. It is the employees' responsibility to notify the Superintendent of any change of address. Failure to return to work upon recall from layoff within fourteen (14) calendar days from the ordered reporting date shall be deemed a voluntary quit, unless otherwise approved by the Superintendent. It is further provided that nothing contained herein shall prohibit the Board from utilizing temporary employees until such a time as the recalled employee returns to work.

Section 3. The employee shall notify the Superintendent in writing of any decision not to return within seven (7) calendar days of receipt of notification of recall.

ARTICLE X - LEAVES OF ABSENCE

Section 1. All employees shall be credited with ten (10) working days sick leave per year. Upon an employee's termination of employment, a prorational adjustment will be made for any excess use of these days. Unused sick leave shall accumulate to a maximum of ninety (90) days.

Section 2. Any employee whose personal illness extends beyond the period compensated through the use of accumulated sick leave days shall be granted a leave of absence of up to ninety (90) days without pay. Situations of illness exceeding ninety (90) days shall be considered on an individual basis.

Section 3. The Board shall pay any employee qualifying for compensation under the Michigan Workers' Compensation Law the difference between such compensation and the employee's salary to the extent of accumulated sick leave. Loss of time covered by Workers' Compensation shall be deducted from sick leave.

Section 4. All employees shall be allowed two (2) personal business days per year. Personal business days are with pay and must be used exclusively for business impossible to schedule during off time. Such days shall not be used for personal pleasure such as hunting, etc. Personal days are accumulative to a total of three (3). Employees shall notify their immediate supervisor at least three (3) working days in advance when possible.

Section 5. All employees shall be allowed up to four (4) days per incident for death in the immediate family. Immediate family is defined as present spouse, parents, children, brother, sister, or any person for whom an employee has care, control, and custody. An additional two (2) days may be used, but shall be drawn from accrued sick leave.

Section 6. A parental/child care leave of absence may be granted to any (male or female) employee for the purpose of child care. Said leave shall be granted without pay or benefits for up to one (1) year upon written application from an employee. During the leave, seniority shall not accumulate. Requests for parental/child care leaves shall include notification of the beginning and ending dates. An employee returning from leave shall be reinstated to the first available vacant position in the classification he/she held when the leave began. An employee shall be placed at the pay level he/she had in the district prior to such period.

ARTICLE XI - HOLIDAYS

Section 1. The following shall be paid holidays for all employees covered by this Agreement.

Custodial/Maintenance Holidays

Independence Day
Labor Day
Thanksgiving
Friday following Thanksgiving
One day before Christmas
Christmas Day
One day before New Year's Day
New Year's Day
Memorial Day

ARTICLE XII - CUSTODIAL/MAINTENANCE VACATIONS

Section 1. During the first (1st) and second (2nd) years of employment, employees shall be entitled to one (1) week of vacation with pay. During the first year of employment, employees shall be eligible for vacation after completing nine (9) months of service.

Section 2. During the third (3rd) and fourth (4th) years of employment, employees shall be entitled to two (2) weeks of vacation with pay.

Section 3. From the fifth (5th) to the seventh (7th) year of employment, employees shall be entitled to three (3) weeks of vacation with pay.

Section 4. From the eighth (8th) year of employment, employees shall be entitled to four (4) weeks of vacation with pay.

Section 5. The employment period shall be from the anniversary date of hire.

Section 6. Normally, employees shall take vacations during June, July, August and during Christmas holiday and spring break with the approval of the Superintendent or his designee. At the sole discretion of the Superintendent, exceptions may be granted to allow an employee to take his or her vacation during the school year while school is in session. In the granting of any such exceptions, the district shall not be required to incur any overtime costs.

ARTICLE XIII - MILEAGE PAY

Section 1. The Board shall compensate employees required to provide private transportation for the benefit of the school. Said benefit is defined as employer assigned errands and travel between school buildings. Normal travel to and from home, including travel during a split shift, is excluded.

Section 2. To qualify for such compensation, employees must submit mileage statements to their immediate supervisor within two (2) weeks of said required travel.

Section 3. The rate of compensation shall be sixteen (16) cents per mile, or in accordance with Board policy, whichever is greater.

ARTICLE XIV - CUSTODIAL/MAINTENANCE INSURANCE BENEFITS

Section 1.

- A. Employees in the Custodial and Maintenance classifications who work thirty-five hours, or more, may select by written application, to participate in one of the following plans:

Plan I Effective for the duration of this Agreement, the Board shall provide, without cost to the bargaining unit member, MESSA Super Med I with MESSA Care Rider for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.

Plan II For those employees eligible for Plan I, but elect not to participate in that plan, the Board shall pay the cost of dental insurance.

Section 2. Effective July 1, 1986, the Board shall select the carrier(s) for the above insurances and the specifications of those plans shall be at least comparable to those in effect during the 1985-86 school year.

Section 3. The provisions of the above insurances shall be subject to the rules and regulations of the underwriter(s).

ARTICLE XV - WAGE SCALE

Section 1.

CUSTODIAL EMPLOYEES

	<u>7/1/88-</u> <u>6/30/89</u>	<u>7/1/89-</u> <u>6/30/90</u>	<u>7/1/90-</u> <u>6/30/91</u>
New	7.65	8.11	8.60
90 Working Days	7.85	8.32	8.82
One Year Anniversary	8.24	8.73	9.25

MAINTENANCE EMPLOYEES

	<u>7/1/88</u> <u>6/30/89</u>	<u>7/1/89-</u> <u>6/30/90</u>	<u>7/1/90-</u> <u>6/30/91</u>
New	8.43	8.94	9.47
90 Working Days	8.68	9.20	9.75
One Year Anniversary	9.15	9.70	10.28

Section 2. Any employee transferred from custodial to maintenance shall be placed at the appropriate level.

Section 3. The District shall establish the position of head maintenance employee. This position shall be non-supervisory as defined by MERC and shall be paid a premium of \$1.67 per hour for the 1988-89 contract year, and \$1.40 per hour for the 1989-90 and 1990-91 contract years.

ARTICLE XVI - MISCELLANEOUS

Section 1. Negotiations for a successor agreement between the parties shall commence at a reasonable time prior to the expiration date of the Agreement.

Section 2. Employees who serve as negotiators will not be paid for work time missed while involved in negotiations.

Section 3. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

Section 4. The Association agrees that during the life of this Agreement neither the Association, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, or strike. Noncompliance with this section may result in discipline as determined by the Board.

Section 5. The Association agrees that during the life of this Agreement, it will not lockout members of the bargaining unit.

Section 6. The Board shall furnish uniforms to Custodial/Maintenance employees up to a maximum of \$150.00 per employee per year. Said uniforms shall be available at the beginning of each school year.

Section 7. Inclement Weather or Acts of God

A. Day Shift Employees:

In the event that schools are closed due to inclement weather or acts of God, prior to the reporting time, employees shall be required to call the head maintenance employee within one (1) hour of reporting time for instructions whether or not to report for work. The head maintenance employee will contact the Superintendent or his designee for instruction. When employees are not required to report to work, or remain on duty, no loss in pay or benefits shall be suffered.

B. Night Shift Employees:

1. In the event of the occurrence of severe inclement weather or acts of God prior to reporting time, employees shall be required to call the main office within one (1) hour of reporting time for instruction whether or not to report for work.

2. In the event of the occurrence of severe inclement weather or acts of God during the night shift, the head maintenance employee will contact the Superintendent or his/her designee for instruction and other employees will confer with the head maintenance employee for direction whether or not to remain at work.
3. As the result of (1) and (2) above, night shift employees shall suffer no loss of pay or benefits in the event of early dismissal or instruction not to report.

Section 8. The Board shall provide a first aid kit and other safety equipment as needed at each work site. The Board agrees that it shall follow all state and federal laws and regulations concerning health and safety. In addition, the Board and the Association agree to select a representative from each party to form a committee to continue discussion of a contact system.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. Definition: A claim by an employee or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance.

Section 2. Levels:

Level I. In the event that the grievant believes there is a basis for a grievance, the concern will be expressed to the immediate supervisor within ten (10) working days of the awareness of the event. The immediate supervisor shall have ten (10) working days in which to respond.

Level II. Should the grievant be unsatisfied with the results of Level I, the grievance may be reduced to writing and advanced to the Superintendent of Schools. Advancement of the Grievance to Level II shall be within five (5) working days of the Level I response. The Superintendent shall respond in writing within ten (10) working days.

Level III. Should the grievant be unsatisfied with the results of Level II, the grievance may be advanced to the Board of Education. Advancement of the grievance to Level III shall be within five (5) working days of the Level II response. The Board of Education shall respond in writing within twenty (20) working days.

Level IV. Should the Association be unsatisfied with the results of Level III, the grievance may be advanced to the American Arbitration Association. The Grievant shall inform the Board of his intent within ten (10) working days of the Level III response.

Section 3. The Board and Association agree to be bound by the decision of the arbitrator. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment to sustain, reverse, or modify any alleged unjust discipline of a senior employee. Charges submitted by the American Arbitration Association shall be shared equally by the Board and the Association.

ARTICLE XVIII - BOARD'S RIGHTS

Section 1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. Determine financial policies, manage and control its business, its equipment and its operations and to direct the working force and affairs of the entire school system.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein.
5. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

Section 2. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority not specifically relinquished to the Association by this Agreement.

Section 3. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE XIX - DURATION

This Agreement shall become effective on _____, 1988, and shall expire on June 30, 1991.

WHITE PIGEON SERVICE EMPLOYEES ASSOCIATION

Signed _____ (Date)

Signed _____ (Date)

Signed _____ (Date)

WHITE PIGEON COMMUNITY BOARD OF EDUCATION

Signed _____ (Date)

Signed _____ (Date)

Signed _____ (Date)

LETTER OF AGREEMENT

between the

WHITE PIGEON SERVICE EMPLOYEE'S ASSOCIATION

and the

WHITE PIGEON COMMUNITY SCHOOLS

November 8, 1988

The following is agreed to and will become effective upon ratification of the master agreement by the White Pigeon School Board. (The effective date is July 1, 1988 and the expiration date is June 30, 1991 for the above mentioned master agreement.)

The Association agrees to open Article XV of the Master Agreement to consider wage adjustments for the 1989-90 and the 1990-91 years. The contract will not be opened until after the School Board conducts a millage campaign in the Spring of 1989. The millage request must be sufficient to meet the School Board's financial obligations under the aforementioned Master Agreement.

The School Board agrees to accept help and input from the Association in conducting the millage campaign.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

Ron McAlister

Ted Krull

Ron Amy

Dale Kimball