

AGREEMENT

**TEAMSTERS LOCAL UNION
NO. 580**

and

**BOARD OF EDUCATION OF THE
WEBBERVILLE COMMUNITY
SCHOOLS**

(Custodians)

33220
06 30 2006
TEAMSTERS
C

Effective July 1, 2003 thru June 30, 2006

INDEX

<u>Article</u>	<u>Page #</u>
Article I-Recognition	1
Article II-Rates of Pay, Wages and Fringe Benefits	1
Article III-Hours of Employment	5
Article IV-Other Conditions of Employment	8
Article V-Leaves of Absence	10
Article VI-Custodial Rights	14
Article VII-Seniority	17
Article VIII-Discipline or Discharge	20
Article IX-Stewards	21
Article X-Continuity of Operations	22
Article XI-Negotiation Procedures	22
Article XII-Separability and Savings Clause	22
Article XIII-Loss or Damage	23
Article XIV-Equipment, Accidents, and Reports	23
Article XV-Jury Duty	23
Article XVI-Asbestos Duties	23
Article XVII-Miscellaneous	24
Article XVIII-Management Rights	25
Article XIV-Termination of Agreement	25
Schedule A	27

THIS AGREEMENT, made and entered into this 1st day of July, 2003, 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 Michigan Works!, JPTA personnel, or similar programs.

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).

Effective with the ratification of this agreement the Employer shall contribute to the Michigan

Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more, a contribution to provide the CDN-5L PLAN which includes:

SO(A) Core Medical
Cancer Rider
Major Medical Rider
\$5/\$15 RX Drug
\$375 Weekly Accident & Sickness
\$50,000 Death/AD & D
Total and Permanent Disability
"D" Dental & Optical

The employer contribution shall be:

\$143.45 per week	Effective at Ratification 1/04
\$162.80 per week	Effective April 1, 2004
\$191.25 per week	Effective April 1, 2005
\$211.75 per week	Effective April 1, 2006

Webberville Schools agrees to pay the health insurance premiums to the Michigan Conference of Teamsters Welfare through November 30, 2006. This recognizes the fact of a June 30, 2006 contract term date.

B. General conditions pertaining to fringe benefits:

1. The Employer agrees to contribute on behalf of an employee during the employee's absence from the job due to illness for the lesser of (1) a minimum of 30 days or (2) the duration of the absence due to illness.
2. The Employer agrees to contribute on behalf of an employee during the employee's absence from the job due to an injury on the job for a lesser of (1) a minimum of six months or (2) the duration of the absence due to injury on the job.
3. The Employer agrees to contribute for each week on behalf of any employee if the employee worked or is compensated for any portion of the contribution week.
4. The Employer agrees to contribute on behalf of a participant whose absence from the job is due to military duty for the first 30 days of the military duty related absence.
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 prorated with the employee responsible for any premium differential. The premium differential may be payroll deducted by the Board.
7. One hundred percent (100%) group participation is required. Employee groups cannot opt-out for any reason, including financial incentives offered by the Employer. This means all employees covered under a Participation Agreement between the Employer and Michigan Conference of Teamsters Welfare Fund must participate in the Plan.
8. The Employer and the Union shall sign a Participation Agreement with the Michigan Conference of Teamsters Welfare Fund. The Employer agrees to pay weekly, for each employee having more than thirty (30) days of service with the Employer.

The Employer agrees to refund the employees the difference between the Districts monthly bargaining unit insurance cap and the monthly bargaining unit cost for the aforementioned health care plan. This refund shall be shared equally by the employees in the bargaining unit and shall be refunded each payroll.

In the event employees in another bargaining unit, under the Employer, receive an insurance cap increase, that increase shall be implemented for the employees in this bargaining unit as well.

Section 2-3.

Retirement: Webberville Community Schools participates in Michigan Public School Employees Retirement System and adheres to all of the State of Michigan's laws, rules and regulations

Section 2-4

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 2-5 Agency Shop.

A. 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.

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.

B. In accordance with the policy set forth under sub-paragraph A 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.

C. 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, owing 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.

D. Union agrees to indemnify and save the Webberville Community Schools, the Board, each individual school Board member, the Board's administrative employees and all authorized agents of the Board, harmless against any and all claims, demands, suits or other forms of liability (including and all court or administrative agency costs) that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon signed authorization cards or lists furnished to the Union for the purpose of payroll deduction of dues, for the purposes of complying with the terms of this Article, or for the purpose of compliance with the terms of this Agreement.

E. The Union shall indemnify and save the Webberville Community Schools harmless and all claims, demands, suits or other forms of liability that may arise out of or by reason taken or not taken by the Board or in reliance upon signed authorization cards or lists to the Board by the Union for the

purpose of payroll deduction of dues, or for the purpose with the terms of this agreement.

Section 2-6

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

Section. 2-7

Pay periods shall be every two weeks during the year.

Section 2-8

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 demonstration purposes at any time, or in the event of an emergency, when no bargaining unit member is available.

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.

ARTICLE III

HOURS OF EMPLOYMENT

Section 3-1.

Work assignments shall recognize the principle of the forty-hour week, and a four or five consecutive day week, with either a straight ten (10) hour or eight (8) hour daily shift. All work in excess often (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-for all custodians having a scheduled workweek 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 at the rate of two (2) times the

→ Friday - Thursday (work wk)
→ 8 hr. Days only
→ Holiday pay doesn't count

regular rate. All building security checks on Sundays or holidays will be paid at the rate of two (2) times the regular hourly rate for one (1) hour.

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.

E. In the event the Superintendent changes the shift assignment, all affected employees shall have two (2) weeks notification prior to those changes becoming effective.

Section 3-2.

Opportunities for overtime work shall be distributed on a fair and equitable rotation among all the custodians.

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. 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.

Section 3-8. Vacations.

Vacation for full-year employees will be determined by the anniversary date of hire to anniversary date. Allotted vacation time will be determined based on length of service as bargaining unit members.

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 for full-time employees shall be based upon a forty (40) hour work week. Vacation pay for part-time employees shall be on a pro-rated basis, based on the previous year's work.

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 3-9.

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) working days notice for weekend work assignments.

Section 4-5.

Custodians shall report promptly to the Building Principal, first, or Superintendent, second, 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 Building Principal, first, or the Superintendent, second, for approval, the custodian shall not admit the group. 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.

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

LEAVES OF ABSENCE

Section 5-1. Sick Leave of Absence.

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

A. Sick Leave. Sick leave shall be earned at the rate of one (1) day of sick leave per month worked. To earn a day of sick leave, an employee must work or be covered by contractual leave time at least eighty percent (80%) of the scheduled work days in the month. Sick days may accumulate without limit. 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. For part-time employees, payment for unused sick days at the time of retirement shall be on a pro-rated basis. 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. 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.

C. 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 or in the event of abuse of pattern absenteeism.

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

E. One (1) day per period of family 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 5-2. Unpaid Health Leave of Absence.

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 5-1C.

Section 5-3. Personal Business Leave of Absence.

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.

Section 5-4. Unpaid Parent Leave of Absence.

Unpaid parental leave (including adoption) shall be granted and shall not exceed ninety (90) working days. The duration of the leave is 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.

Section 5-5. Military Leave of Absence.

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.

Section 5-6. Unpaid 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 5-7. 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:

1. The serious health condition of the employee; or
2. The serious health condition of the employee's immediate family member as outlined in the law; or
3. The birth of a child; or
4. 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 5-8. Bereavement Leave of Absence.

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.

Section 5-9.

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

ARTICLE VI

CUSTODIAL RIGHTS

Section 6-1.

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 6-2.

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 Superintendent, within ten (10) working 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) working days of the Superintendent's decision 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 Superintendent is unsatisfactory to the grieving custodian or the Union, he/she or they shall file a written grievance to the Personnel Committee of the School Board within ten (10) days after the decision of the Superintendent. Within ten (10) days of receipt of a grievance, the Personnel Committee of the School Board shall schedule a hearing. Within ten (10) days of the hearing on the grievance, they 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 Personnel Committee of the School Board 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.I 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. 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.
7. He/she shall have no power to decide any dispute related to the termination of services of or failure to re-employ any probationary employee.

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 express written mutual consent, provided, however, the board may require consolidation of grievances of a similar nature where consolidation will avoid unnecessary duplication of effort and expense.

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 an award or settlement be made retroactive beyond thirty (30) calendar days prior to the date the grievance was 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 VII

SENIORITY

Section 7-1.

The first sixty (60) actual working days of employment shall be regarded as a probationary period for all newly employed custodians. Days when an employee is absent or does not work the entire day shall not count toward completion of the sixty (60) working day probationary period.

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

Section 7-2.

A. Seniority shall be defined as length of service with the school district, as a member of the bargaining unit. Accumulation of seniority shall commence upon the first day of performing bargaining unit 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 7-3. 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 7-4. 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 bargaining unit position(s) to the extent practicable. In the event of a layoff of a full-time employee, he/she shall have the right to displace the least senior employee in either classification for which he/she is qualified. The parties agree that the intent of this provision 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 alternative 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) of general custodian and head custodian 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, this 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 rights 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 7-5

Any custodian employed in a classification covered by this agreement, who is or has been transferred to a non-bargaining unit position, shall not accumulate seniority while he/she works in the non-bargaining unit position. If the employee is returned to a bargaining unit 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 bargaining unit.

ARTICLE VIII

DISCIPLINE OR DISCHARGE

Section 8-1.

A. The Board agrees not to discharge or suspend any non-probationary 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) conduct involving 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 VII, 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/her 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 overturning of the suspension or discharge, pay will be at the regular rate of pay.

ARTICLE IX

STEWARDS

Section 9-1.

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 9-2.

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 9-3.

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 X

CONTINUITY OF OPERATIONS

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

ARTICLE XI

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 XII

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 or 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.

ARTICLE XIII

LOSS OR DAMAGE

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

ARTICLE XIV

EQUIPMENT. ACCIDENTS. AND REPORTS

Custodians shall immediately report all accidents or injuries 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 action.

ARTICLE XV

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 XVI

ASBESTOS DUTIES

1. In light of the unique nature of the custodian designated and performing functions related to asbestos, the Board agrees to hold harmless and indemnify the custodian from any and all demands, claims, suits, actions and legal proceedings brought against the custodian when performing functions related to asbestos as an employee and agent of the district, provided the custodian was acting within the scope of his employment, under the supervision of the superintendent, and excluding criminal litigation or acts by the custodian.

2. The District shall provide and pay for proper training.
3. The custodian shall be required to perform assigned asbestos duties for one full year after receiving training.
4. The asbestos position will be offered by seniority. The District shall have the right to require the least senior employee to perform the duties in the event that a more senior employee does not take the job.
5. The employee shall be paid \$500.00 at the end of the fiscal year. This amount shall be prorated in the event the employee ends employment with the District.

ARTICLE XVII

MISCELLANEOUS

Section 16-1.

A custodian will be required to work for the following listed activities, for any other activities not affiliated with the school, and activities involving the public in which a school employee does not want to take responsibility for the event:

Listed activities:

- A. WCRA basketball games
- B. Homecoming Dance
- C. Snowball Dance
- D. Christmas Band Concert
- E. Graduation
- F. Alumni Dinner
- G. ACT Tests

Section 16-2.

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

Section 16-3

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.

ARTICLE -XVIII

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 XIV

TERMINATION OF AGREEMENT

Section 18-1.

This agreement shall be in full force and effect from July 1, 2003, to and including June 30, 2006. A three percent (3%) salary increase will be in effect beginning on July 1, 2003, and continuing for the remainder of the 2003-2004 fiscal year.

Section 18-2.

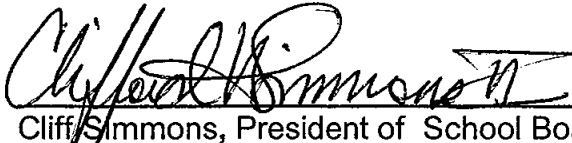
It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, with party may service upon the other a notice, at least sixty (60) days prior to the termination 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 18-3.

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
TEAMSTERS LOCAL UNION NO. 5 80


Cliff Simmons, President of School Board


George Warner, Secretary-Treasurer

Dated: 3/11/04

Dated: 2-5-04

SCHEDULE A

Section A-1.

Effective July 1, 2003 3 % increase

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>
General Custodian:	\$15.66	\$15.82	\$15.99	\$16.14
Head Custodian:	\$16.75	\$16.91	\$17.09	\$17.26

Effective July 1, 2005 Wage Reopener

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 (1-1/2) 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 will be from Monday through Friday. Custodians will have the option to work the day shift at the day shift rate of pay on days when school is not in session,

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 ten percent (10%) pre: pay.