

MASTER AGREEMENT
BETWEEN THE
RICHMOND BOARD OF EDUCATION
AND THE
CUSTODIAL/MAINTENANCE UNIT
TEAMSTERS STATE, COUNTY, AND MUNICIPAL
WORKERS – LOCAL 214

2005-2006

2006-2007

2007-2008

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PREAMBLE

THIS AGREEMENT, entered into this day, August 30, 2005, by and between the Richmond Community Schools, hereinafter referred to as the "Employer", and Teamsters State, County and Municipal Workers Local 214, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", shall:

PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union and community.

The parties recognize that the interests of the school and the job security of the employees depend upon the Employer's success in establishing proper service to the school. To these ends, the Employer and the Union encourage the fullest degree of friendly and cooperative relations between all parties to and at all levels of this Agreement.

The parties agree no grievance may be filed, processed or arbitrated under this, the Purpose and Intent portion of the Agreement.

ARTICLE 1
RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission it is hereby certified that Teamsters State, County and Municipal Workers Local 214 has been designated and selected by a majority of the employees of the above named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, Teamsters Local 214 is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT:

(Unit II): All custodial/maintenance employees. Excluding supervisors.

ARTICLE 2
NO STRIKE - NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow downs, or interference with the Employer's ability to provide service to the school. Informational picketing is allowed only in accordance with the above restrictions.

The Employer agrees there shall be no lock-outs during the term of this Agreement.

ARTICLE 3
EXTRA CONTRACT AGREEMENTS

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages, hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid or encourage any other labor organization in regards to this employee group.

The Employer further agrees not to enter into any agreement with individual employees or groups of employees which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 4
NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, union affiliation, sex, sexual orientation, marital status or non-disabling handicap except where based on a bonafide occupational qualification.

Grievances brought under this Article IV of the contract may not be advanced beyond the Board level (i.e. may not proceed to arbitration).

ARTICLE 5
AGENCY SHOP

Section 1.

Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

Section 2.

The Employer agrees to deduct from the wages of an employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the District and to the Union.

Section 3.

Any person who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay to the Union a service fee as a contribution towards the negotiation and administration of the contract. Employees who fail to comply with this requirement shall be removed from the bargaining unit within thirty (30) calendar days after receipt of written notice by the employing department from the Union, unless otherwise notified by the Union shall release the department from fulfilling the obligation to remove if during thirty (30) days period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 4.

The Employer agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Unions service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the District and to the Union.

Section 5.

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the bylaws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Secretary-Treasurer of the Union, The Secretary-Treasurer of the Union shall not request the Employer to change the amounts so deducted more often than four times each fiscal year.

Section 6.

The Union shall not have right or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The Employer or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the Employer and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments.

Section 7.

The Union shall refund to employees, dues and service fees erroneously deducted by the Employer and paid to the Union. The Employer may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

Section 8.

Upon receipt of written notification from the Union, the Employer agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the Employer in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the Employer will deduct for delinquent Union dues or service fees from any paycheck will be limited to Twenty-Five (\$25.00) Dollars per paycheck.

Section 9.

The Union agrees to save and hold harmless the Employer from any damages or other financial loss which the Employer may be required to pay or suffer as a consequence of enforcing the above provisions. It is further understood and agreed the Employer will not be required to represent or provide representation for any employee who has a dispute with the Union.

Section 10.

All new hire employees shall begin paying Union dues or agency shop fee dues beginning on the 31st calendar day after their date of hire.

ARTICLE 6
DISTRICT RIGHTS

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

A. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge with just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.

B. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise or such function or right in a particular way shall not be deemed a waiver of a past practice, or preclude the District from exercising the same in some other way at a later date which is not in conflict with the express provisions of this Agreement. The Union is not waiving the right to make its views known to the District prior to the time changes in management practices are made. The preceding sentence does not require the District to negotiate management decisions which are covered by this Article.

C. The District reserves the right to utilize non-union personnel for outdoor maintenance and landscaping for two months out of the calendar year. The Director of Buildings and Grounds will notify the union which two months the district will exercise this option.

ARTICLE 7 GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint for an employee in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement. Every grievance must allege a violation, misinterpretation or misapplication of a specific article and section of this Agreement which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.
2. The grievant is the employee making the claim.
3. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
4. The term "day" shall mean a school day.

B. Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a grievance.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of any Employee with a grievance to discuss the matter informally with any

member of the administration, excluding the Board and any Board member, or of proceeding independently as described in Section "D" of these procedures.

C. Structure

The Superintendent shall be the Board's administrative representative when a grievance arises.

D. Procedure

The number of days indicated at each level is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing. The parties agree to exchange all information and documentation, cite all Article violations, and identify all potential witnesses at the 3rd Step hearing. In the event either party does not comply with these exchanges, then that party will be prohibited from using the information in the 4th Step or in arbitration.

Level One - Appropriate Supervisor

1. Informal Step: An Employee with a grievance shall discuss it with the Director of Buildings and Grounds within ten (10) days.

A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.

2. Formal Step: Director of Buildings and Grounds

- a) If the Employee is not satisfied with the results of the informal discussion, the Employee shall place the grievance in writing and present it to the Director of Buildings and Grounds within five (5) days following the informal conference.
- b) The Employee may again meet with the Director of Buildings and Grounds and discuss the matter, alone or together with the Employee's Union representative. Director of Buildings and Grounds shall also have the right to have another representative present.
- c) A written and signed disposition of the grievance shall be made within five (5) days by the Director of Buildings and Grounds.

Level Two - Superintendent of Schools and Union

If the grievance has not been settled, it shall be presented by the Steward in writing, to the Superintendent within ten (10) working days after the supervisor's response is received. A meeting will be scheduled within five (5) working days between the Teamster Business Agent, Steward, and Superintendent in an attempt to resolve the issue. The Superintendent shall render a decision in writing within ten (10) working days of the meeting.

Level Three - Arbitration

If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union shall have ten (10) days from the date of receipt of the Superintendent's answer in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to Teamsters Local 214's Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days it will be considered closed on the basis of the last disposition.

1. After written notice submission to arbitration, an Arbitrator shall be selected through the Federal Mediation and Conciliation Service in accordance with its rules which shall likewise govern the arbitration proceedings.
2. The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.
3. a) Arbitrability: The following matters shall not be arbitrable and shall not be subject to arbitration:
 - 1) Evaluation other than procedural matters;
 - 2) Any grievance based on the statement of "The Purpose and Intent of the Parties" on page 1 of the Contract.
 - 3) Any matters which are not arbitrable under the specific provisions of this Agreement.
- b) The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement. The Arbitrator shall also have no power to add to,

subtract from disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.

- c) The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his judgement for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice, provided that the District has given advance notice to the Union of its termination of said past practice.
 - d) The Arbitrator shall have no power to render a monetary award that provides to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages and shall have no power to award interest or attorney fees.
 - e) In rendering the decision of the grievance, the Arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District unless such decision is found to be arbitrary or capricious.
 - f) The Arbitrator shall have no power to apply state or federal law and shall not base his decision upon any claimed violation of state or federal law.
 - g) The Arbitrator's decision shall be submitted in writing and shall set forth his findings as to the facts and his interpretation of the contract.
 - h) If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.
4. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.
5. The fees and expenses of the Arbitrator shall be shared equally by both parties.

E. Rights of Employee to Representation

1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
2. The Union shall have the right to be present and to state its views at the adjudication of the grievance.

F. Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant and the Union.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the Personnel file of the grievant.
5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.
7. Grievances shall be processed outside of regular school hours unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article.
9. Forms for filing and processing grievances shall be designed by the Superintendent of Schools and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through grievance procedure until resolution.

ARTICLE 8
PROBATION

There is hereby established an eighty-five (85) working day probationary period which shall apply to all employees.

Upon satisfactory completing the probationary period, the employee shall take a place on the appropriate seniority list.

The probationary employee shall begin to receive all benefits after sixty (60) calendar days, including health care if they meet the required qualified hours of work.

ARTICLE 9
CHIEF STEWARD

The Union shall designate in writing to the Employer and the membership, the name of the Steward it wishes to serve as Chief Steward and the name of the person it wishes to serve as the Alternate Chief Steward to serve in the absence of the Chief Steward.

In addition to the Steward's duties enumerated above, the Chief Steward shall:

1. Have the right to investigate and present class action grievances. Provided, the right to investigate grievances or perform any other functions of Chief Steward or Alternative Chief Steward shall be on the employee's time or may be on the Employer's time only in the event of prior permission of the employee's immediate supervisor.
2. Be present at all Step 3 grievance hearings.
3. Be present at all disciplinary hearings.
4. Be afforded "Super Seniority rights" for bargaining unit seniority.

ARTICLE 10
RELEASE TIME FOR STEWARDS AND COMMITTEE PERSONS

Upon requesting and receiving permission from his or her supervisor, the Steward may have time off without loss of pay to:

1. Investigate, process and present grievances.
2. Attend special conferences with the employer.
3. Attend all contract negotiations with the employer.
4. Attend all administrative disputes regarding the employer and the Union.

Should such meetings go beyond the employees' regular quitting time, the Employer shall not be obligated to pay overtime.

The Union understands that such release time is a privilege and not to be abused.

The Employer will not unreasonably deny such release time. Release time will only be taken on the Employer's time with prior permission of the employee's immediate supervisor.

ARTICLE 11 DEFINITIONS OF EMPLOYEES

Section 1.

A regular full-time School employee is an employee who has successfully completed a probation work period with the School and who regularly works forty (40) hours per week. All regular full-time employees are subject to the personnel rules and are entitled to the indicated benefits of School employment.

Section 2.

Should the Employer hire part time employees into the Union the parties agree to meet and negotiate concerning the effects of such actions.

ARTICLE 12 SENIORITY

- A. Upon completion of his/her probationary period, the custodian will be considered to have seniority computed from the first work day. A custodian's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from the most recent date of hiring of said custodian. However, longevity, vacation accumulation, and sick leave accumulation will be calculated in accordance with District seniority (i.e. total seniority with the District regardless of position).
- B. A person transferring from a different bargaining unit or Association within the

School District shall not carry his seniority to this bargaining unit.

A custodian shall lose his seniority for the following reasons only:

1. The custodian resigns.
 2. The custodian is discharged.
 3. Retirement under the Michigan School Employees Retirement Fund.
- C. Employees working less than an eight (8) hour day shall have their time prorated for seniority purposes.
- D. The Chief Steward will be considered to have "Super Seniority" status for bargaining unit seniority.

ARTICLE 13 WORK SCHEDULE

Section 1.

The normal work week for the employees of the Richmond Community Schools is forty (40) hours, consisting of five (5) consecutive eight (8) hour work days. The normal full-time schedule is from 7:00 a.m. until 3:30 p.m.; and 3:30 p.m. to 11:30 p.m. each day, Monday through Friday during the school year; and 7:00 a.m. to 3:30 p.m., during the summer and no school is scheduled for any students. One-half hour lunch breaks are provided to each employee. Employees working the afternoon shift, however, receive a one-half hour paid lunch break. This schedule shall be subject to and the Employer shall have the right to make temporary changes in the work schedule in accordance with operational needs.

The Employer may change the work schedule for a Custodial II to 6:30 p.m. to 2:30 a.m. for a maximum of fifteen (15) Fridays during the school year. These schedule changes will be offered for volunteers first then these schedule changes will be assigned equally between the three (3) Custodial II's assigned to the High School. During the hours of 11:30 p.m. to 2:30 p.m. on these Fridays, there will be no additional activities (use of the building) scheduled.

Section 2.

Any employee reporting for work during his regular scheduled working hours, who is sent home through no fault of his own, shall be paid a minimum of two (2) hours of work. Any employee called out to work outside his regular scheduled working hours shall also be paid for a minimum of two (2) hours of work.

Section 3.

All afternoon shift employees will be allowed to come to work early on all half (1/2) days of school, unless school events require afternoon shift attendance.

ARTICLE 14
OVERTIME

Section 1.

No overtime may be worked without the prior authorization of the Supervisor or Department Head. All overtime hours worked are to be accurately reflected on the weekly time sheet and overtime hours will be rotated among employees consistent with the practice in effect the date of this Agreement. In assigning overtime work, the District will maintain a "pre-qualification list" of employees for various overtime duties. The Director of Buildings & Grounds will be responsible for determining whether employees are qualified.

Time and one-half (1 1/2) shall be paid for all time worked over and above forty (40) hours in any week or eight (8) hours in one day.

Time and one-half (1 1/2)) shall be paid for work on Saturdays.

Double time shall be paid for work on Sundays.

Triple time shall be paid for work on holidays.

All overtime must be approved by the Superintendent or his designee in advance of the overtime worked.

Section 2.

Weekend building checks will be paid at double time; Time in excess of one (1) hour per day must be approved.

ARTICLE 15
REST PERIODS

Section 1.

Employees are permitted a rest period of fifteen (15) minutes each half day (approximately 4 hours) of work. Rest periods are to be taken with the approval of the supervisor at such times and in such a manner that they shall not interfere with the efficiency of the School.

Section 2.

A rest period is intended to be a recess which is preceded and followed by an extended work period. A rest period may not be used to cover an employee's late arrival or early departure without the supervisor's approval. Rest periods are not accumulative and they are lost if not taken.

ARTICLE 16
TRANSFERS

Section 1.

It is the policy of the Richmond Community Schools to allow employees to request lateral transfers between school locations when vacancies should arise. Vacancies shall be prominently posted in all locations simultaneously for a minimum of five (5) working days prior to filling the job.

Section 2.

For the purpose of this policy, a lateral transfer is defined as retaining the present pay grade and position number while changing assigned work location.

Section 3.

The employee with the greatest seniority of the transfer candidates will be considered first should the employer elect to effect a transfer.

Section 4.

An employee may not be transferred to a position for arbitrary or capricious reasons.

Section 5.

Should it become necessary to transfer an employee against his/her wishes the reasons for such transfer shall be given in writing to the employee and the Union.

Section 6.

Employees who are awarded a posted transfer will be given a four (4) week trial period. During this trial period the District may transfer said employee back to their previously held position. The employee may transfer back to their previously held position during this trial period.

ARTICLE 17
PROMOTIONS

Section 1.

It is the policy of the Richmond School District to fill promotional vacancies whenever possible by promotion from within. Vacancies shall be filled on the evaluation of the applicants' work record, training and experience and present ability to meet the requirements and qualifications of the position, and the applicants' performance on an oral interview. In the event such evaluations produce more than one qualified applicant, the applicant with the most seniority will be awarded the promotion.

Section 2.

For the purposes of this rule, a promotional vacancy is defined as a position which is assigned a pay grade higher than the employee's current pay grade.

Section 3.

When a regular full-time promotional school position becomes available, it shall be posted internally for a minimum of five (5) working days prior to filling the job. If not filled from within, it may then be posted to the public for their consideration.

Section 4.

Employees who are awarded a posted promotional position will be given a four (4) week trial period. During this trial period the District may transfer said employee back to their previously held position. The employee may transfer back to their previously held position during this trial period.

ARTICLE 18
LAYOFFS

Prior to the laying off of any regular employee, all temporary, part-time seasonal and probationary employees shall be laid off.

Layoffs of regular full-time employees shall be strictly by bargaining unit seniority, i.e., last hired, first laid off. The only exception shall be in the case of the Chief Steward, who is afforded "Super Seniority" status for bargaining unit seniority.

Recall shall be in the inverse order of the above.

There shall be no demotions of supervisory personnel to unit positions during layoffs.

Employees to be laid off shall be given at least a two (2) week written notice of such

layoff. The employee shall maintain his seniority during such period of layoff. Maintain means that the employee will keep in existence, all seniority earned while employed by the Richmond Community Schools during the period of unemployment, but seniority earned while employed by the Richmond Community Schools during the period of unemployment, will not accrue.

Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If the employee fails to report for work within ten (10) days from the date of sending such notice, his employment shall be considered terminated. Employees on layoff have the right to refuse employment, if the opportunity for call back is less than they had when laid off.

An employee on layoff, will be eligible for recall for a period of one (1) year from the date of layoff or for a period of time equal to their seniority at the time of layoff capped at five (5) years, whichever is greater.

ARTICLE 19 GENERAL

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4.

The practice concerning mileage reimbursement which is in effect on the date of this Agreement shall continue during the term of this Agreement.

Section 5.

An employee, when temporarily assigned to work in a position of a higher classification,

shall receive an additional one-half (1/2) hour of regular pay.

ARTICLE 20
SAFETY

The Union and the employer agree that safety is a major priority and that proper safety equipment and procedures shall be used at all times. To assure that these procedures are being followed the parties agree that there shall be periodical safety meetings. These meetings shall be requested in advance by either party with the presentation of an agenda of concerns to be discussed. No more than two (2) designated representatives of the Union and no more than two (2) of management shall attend.

The Employer will establish a safety station in each building where a bargaining unit member is assigned. The safety station will be equipped with a first-aid kit, flashlight and the telephone numbers of the people to be contacted to handle emergencies.

ARTICLE 21
TRANSFERS OUTSIDE OF BARGAINING UNIT

Any employee transferred out of the bargaining unit may transfer back to the bargaining unit either at his own request or management's request without loss of seniority. Should the transfer last more than six (6) months he can return only to a vacancy and carry only the seniority earned while in the bargaining unit.

ARTICLE 22
COMPENSATION

A. The Salary Schedule shall be as follows:

<u>CUSTODIAN I</u>	<u>2005/2006</u>	<u>2006/2007</u>	<u>2007/2008</u>
Step 1	\$13.05	\$13.31	\$13.58
Step 2	\$13.84	\$14.12	\$14.40
Step 3	\$14.68	\$14.97	\$15.27
Step 4	\$15.48	\$15.79	\$16.11
Step 5	\$16.30	\$16.63	\$16.96

<u>CUSTODIAN II</u>	<u>2005/2006</u>	<u>2006/2007</u>	<u>2007/2008</u>
Step 1	\$12.44	\$12.69	\$12.94
Step 2	\$13.20	\$13.46	\$13.73
Step 3	\$14.00	\$14.28	\$14.57
Step 4	\$14.76	\$15.05	\$15.36
Step 5	\$15.54	\$15.86	\$16.18
<u>MAINTENANCE I</u>	<u>2005/2006</u>	<u>2006/2007</u>	<u>2007/2008</u>
Step 1	\$13.30	\$13.57	\$13.84
Step 2	\$14.10	\$14.38	\$14.67
Step 3	\$14.93	\$15.23	\$15.53
Step 4	\$15.74	\$16.05	\$16.37
Step 5	\$16.55	\$16.88	\$17.22

Employees assigned to major maintenance work for four (4) hours or more will receive Custodian Maintenance I rate retroactive to the first hour of work.

B. The longevity pay schedule shall be as follows: At the end of 5 years of seniority One Hundred Ten (\$110.00) Dollars shall be paid. This is to continue through the 10th year.

At the end of 10 years of seniority One Hundred Ten (\$110.00) Dollars additional to the above shall be paid (total \$220.00), This is to continue through the 15th year.

At the end of 15 years of seniority One Hundred Ten (\$110.00) Dollars additional to the above shall be paid (total \$330.00). This is to continue through the 20th year.

At the end of 20 years of seniority One Hundred Ten (\$110.00) Dollars additional to the above shall be paid (total \$440.00). This is to continue through the 25th year.

At the end of 25 years of seniority One Hundred Ten (\$110.00) Dollars additional to the above shall be paid (total \$550.00). This Five Hundred Fifty (\$550.00) Dollar maximum is to continue to be paid each year thereafter. July 1 shall be the

determining date as to when each employee moves to the next level of the longevity pay salary schedule.

C. A participating terminal pay program shall be initiated as follows:

Custodians, upon termination of employment, will receive a terminal leave payment of Sixty (\$60.00) Dollars per year of accumulated seniority. A custodian must have a minimum of ten (10) years seniority to qualify.

In lieu of the above a custodian may choose to participate in the terminal pay program:

1. The custodian upon termination of employment will receive a terminal leave payment of Sixty (\$60.00) Dollars per year of accrued seniority for the first ten (10) years.
2. After ten (10) years of seniority the Board will match up to a maximum of Sixty (\$60.00) Dollars per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of seniority the Board will match up to a maximum of One Hundred Twenty (\$120.00) Dollars per fiscal year deductions for tax sheltered annuities.

ARTICLE 23 VACATIONS

Section 1.

Regular employees shall be eligible for paid vacations as follows:

After 1 year tenure -	5 working days
After 2 years tenure -	10 working days
After 3 years tenure -	15 working days
After 5 years tenure* -	15 working days
After 15 years tenure -	20 working days

- ❖ 5 years tenure for 15 days of vacation only applies to employees hired after August 30, 2005.

Whenever possible, the custodian shall have the right to choose the time of his vacation. Custodians may elect to take vacation during the school year. The scheduling of such vacations shall be subject to the operational needs of the District. Requests for vacation of a non-emergency nature shall be submitted a minimum of five (5) days prior to the effective date. Vacations may not be taken during the two-week period preceding the opening of school, as well as the days school are in session the first week of school year. Vacation pay shall be paid in advance of the vacation if requested in writing by the Friday preceding the payroll period. Vacation days will be paid on a prorated basis at the

time of retirement or termination of employment.

ARTICLE 24
HOLIDAYS

Section 1.

The following shall be considered as paid holidays:

July 4 th	First work day preceding
Labor Day	New Years' Day
Wednesday before Thanksgiving	New Years' Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Memorial Day
First work day preceding Christmas Day	
Christmas Day	

Section 2.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

Section 3.

If the holiday falls on Tuesday, the custodian may elect to take the preceding Monday off providing he applies to the Superintendent and is granted permission and providing that he works the following Saturday at regular time.

Section 4.

If the holiday falls on Thursday, the custodian may elect to take the following Friday off without loss of pay providing that he applies to the Superintendent and is granted permission and providing he agrees to work the preceding Saturday at regular time.

Section 5.

If the holiday falls on a Wednesday, the Monday before Christmas and New Year's will be a paid holiday.

Section 6.

Under no circumstances will any of the provisions of this Article be in effect when the students are required to attend school or if legislation changes the present schedule of holidays.

Section 7.

An employee shall be eligible for holiday pay if he/she works his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday, unless excused by his/her supervisor, or is on authorized vacation, sick leave, jury duty day, funeral leave or personal day.

ARTICLE 25
INSURANCE PROTECTION

Section 1.

A. The Board will offer the employee the following insurance:

- 1) The employee's choice of SET-SEG Ultra-Med Preferred 1 (\$10/\$20), Ultra-Med Preferred 2 (\$10/\$40), or Flexible Blue 2 100% HSA.
- 2) Term life insurance in the amount of \$15,000 for those receiving medical benefits (Plan A), and \$35,000 for those that voluntarily opt out of medical benefits (Plan B) will be provided.
- 3) Long-term disability insurance will be provided after the expiration of 90 calendar days. Benefits shall be paid at 66 2/3% of salary to a weekly maximum of five hundred dollars (\$500.00).

B. The Board will fund 100% of the Flexible Blue 2 100% HSA premium(s), as well as 100% of the applicable deductible for each employee. If the employee chooses one of the other two health care plans, the Board will provide the following amounts towards the monthly premium cost:

- 1) Year 1 (July 1, 2005 to June 30, 2006) \$1,137.24/month for each eligible FTE that selects full health benefits (Plan A), and \$163.30/month for each eligible FTE that does not select full health benefits (Plan B).
- 2) Year 2 (July 1, 2006 to June 30, 2007) \$1,194.10/month for each eligible FTE that selects full health benefits (Plan A), and \$171.47/month for each eligible FTE that does not select full health benefits (Plan B).
- 3) Year 3 (July 1, 2007 to June 30, 2008) \$1,253.81/month for each eligible FTE that selects full health benefits (Plan A), and \$180.04/month for each eligible FTE that does not select full health benefits (Plan B).

C. Plan A:

- 1) Employee's choice of three medical plans listed in Section 1A.
 - Major Medical
 - Term Life Insurance (See section 1.A.2)
 - Long Term Disability

- Accidental Death & Dismemberment
- 2) SET-SEG 80/80/80, \$1,000 Dental plan
 - Dental Insurance: Including orthodontic rider with no coordination of benefits.
 - or-
 - Dental Insurance: Including orthodontic rider with internal and external coordination of benefits.
- 3) SET-SEG Spectera "Gold" Vision Plan
 - Vision Insurance: Including internal and external coordination of benefits.
- 4) See Section 1.B. for board contribution towards the plan.

Plan B:

- 1) SET-SEG Non-Health Care Package
 - Term Life Insurance (See section 1.A.2)
 - Long Term Disability
 - Accidental Death & Dismemberment
- 2) Upgraded SET-SEG 100/90/90, \$1,000 Dental Plan
 - Dental Insurance: Including orthodontic rider with no coordination of benefits
 - or-
 - Dental Insurance: Including orthodontic rider with internal and external coordination of benefits.
- 3) SET-SEG Spectera "Gold" Vision
 - Vision Insurance: Including internal and external coordination of benefits.
- 4) See Section 1.B. for board contribution toward the plan.

D. If the monthly premium is less than the limits specified above, the monthly savings will be placed in an interest bearing escrow account, maintained on an "employee-specific basis." The Union will be advised monthly of the running balance of any such escrow account on a per employee basis. At the end of any insurance benefit year and at the conclusion of the audit of the escrow account, the employee(s) shall direct the Board to either (1) deliver to the employee(s) any balances then remaining in the escrow account or (2) retain the escrow amount to defray the expenses of any new premiums which may exceed the Board's required contribution. The Union shall hold the District, and its employees, harmless in the responsible management of the escrow account fund.

E. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be withdrawn from the employee(s) portion of the escrow account. If there are not sufficient funds in the escrow account to meet the employee(s) premium payment, then the required amount will be deducted from each employee(s) salary to cover any deficit, and such deductions shall be made on a per pay period basis.

F. If an eligible FTE employee decides to "opt-out" from full benefits (select Plan B),

the Board shall compensate Two Thousand Dollars (\$2,000) for that fiscal year. This compensation can be paid out directly to the employee, or can be contributed to the annuity of their choice.

Section 2.

In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

Section 3.

Custodians will not be eligible to receive the above fringe benefits during their probationary period prior to 60 calendar days from their date of hire.

Section 4.

The Union shall have the right to research alternate insurance options, and bring those to the attention of the administration if they desire to change their insurance carrier and/or coverage. Such changes, if approved, will only be made at the beginning of the year.

ARTICLE 26
LEAVES

Section 1.

Custodians shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

- A. Custodians shall be granted one (1) day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate indefinitely until termination of employment. For the first year, new hires will receive one (1) sick day per month to be added to their sick leave amount at the end of the month. After five (5) years of seniority, any custodian retiring under state retirement plan or terminating employment shall receive forty-percent (40%) of their unused sick days at their daily rate up to a maximum of ninety (90) days.
- B. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to his account on the first day that his duties begin during that fiscal year, except new hires as noted above.
- C. Custodians must be under firm employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.
- D. Custodians shall be eligible to participate only during the effective days of valid

employment between the custodian and the Board of Education.

- E. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's office within three (3) work days of the date of injury a statement from his doctor stating the number of days he will be unable to work.
- F. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitle the injured custodian to compensation under the provisions of the Worker's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day, allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the Worker's compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all Worker's compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
- G. Custodians may be requested to submit a statement from the attending physician for absences of five (5) or more duty days or for frequent absences of shorter duration. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
- H. Accumulated allowable days of absence shall not be retroactive except for those days already credited to a custodian's account on the effective date of this Agreement.
- I. A custodian who has two (2) years of seniority and who has used his accumulated sick leave may apply vacation time for the period of the illness, and when this is gone, may request the Board of Education for a loan of sick leave days not to exceed twelve (12) days.
- J. The Employer will upon receipt of a written authorization from the Union, transfer sick days from one employee's account to another employee's account.

Section 2.

Custodians shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of one (1) year's accumulation each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.
- B. The immediate family shall be defined as spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, any other person acceptable as an exemption on the custodian's income tax or any person who makes his home with the custodian and in the judgement of the Superintendent is emotionally dependent on the custodian as a member of the household.

Absence shall be considered as necessary only when no other arrangements for care are possible.

- C. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- D. In all cases, "other arrangements" are considered possible within three (3) days after the emergency.
- E. Custodians shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever measles, or chicken pox for up to ten (10) days.

Section 3.

Custodians shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of three (3) days each year not chargeable against accumulated allowable days of absence shall be granted. Unused days shall not accumulate.
- B. Personal business shall be defined as business that requires the presence of the custodian and reasonably cannot be conducted at any time other than during the working day.
- C. Absence because of personal business may be granted by the Director of Buildings and Grounds.
- D. Absences because of personal business shall be approved in advance. Exceptions shall be made only in cases of emergency.
- E. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.

Section 4.

Custodians shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The immediate family shall be the same as that described in Section 2-B, of this Article. In addition, the following family categories are added: stepfather, stepmother, stepchild, foster father, foster mother, foster child, stepsister, and stepbrother.
- B. A maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
- C. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
- D. If the day of death is scheduled and the employee does not work that day, the days allowed begin with and include the day of death.
- E. The Superintendent may extend these provisions in instances when in his judgment the time limitations are not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

Section 5.

Absence for jury service by a custodian shall not be chargeable to the sick leave or personal leave allowance and the school District will pay the difference in salary between his daily salary and any fee he is paid for jury duty.

Section 6.

A military leave of absence shall be granted to any custodian who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, a custodian shall be placed at the same position on the salary schedule as he would have been had he worked during such period.

Section 7.

The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the custodian-maintenance program.

Section 8.

A leave of absence is not considered a break in service for seniority purposes.

Section 9.

Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

Section 10.

A leave of absence up to one (1) year without pay may be granted to any custodian upon application for the purpose of engaging in other activities. The activity cannot be a similar position in another school system within the territorial limits of the United States. Upon return from such leave, the custodian will be placed at the same position on the salary schedule as he would have been if he worked in the District during that period.

ARTICLE 27
EMPLOYEE PROTECTION

Section 1.

Any case of assault upon a custodian which has its inception in a school-centered problem shall be reported immediately, in writing, to the Superintendent or his designated representative. The Board will provide legal counsel to advise the custodian of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the custodian in connection with the handling of the incident by law enforcement and judicial authorities. The use of corporal punishment shall be governed by Section 1312 of the School Code, being MCL of 1976 Section 380.1312.

Section 2.

If any custodian is complained against or sued as a result of any action taken by the custodian while in proper performance of his duties for the Board of Education, the Board will provide legal counsel and render all necessary assistance to the custodian in his defense.

Section 3.

Time lost by a custodian in connection with any incident mentioned in this Article shall not be charged against him.

Section 4.

The Board will reimburse custodians for any loss, damage or destruction of clothing or

personal property of the custodian while on duty in the school or on school premises, if caused by a deliberate act of vandalism or malicious mischief which has its inception by a student or as the result of rendering assistance in an emergency. Proof of the value of the item lost or damaged, must be provided to the District before any reimbursement is authorized. No payment shall be made if the damage could be redeemed from automobile compensation or homeowner's insurance.

ARTICLE 28 EMPLOYEE RIGHTS

Section 1.

The Board agrees to furnish to the Union, in response to reasonable requests, financial information of the District for collective bargaining together with information which may be necessary for the Union to process any grievance or complaint.

Section 2.

Custodians shall be entitled to full rights of citizenship and no political or religious activities, or lack of it shall be grounds for any discipline or discrimination with respect to employment.

Section 3.

Reprimands, warnings and discipline for any infraction of rules or delinquency in performance are sometime necessary. A custodian receiving a reprimand, warning or discipline has the right to defend himself by discussing it with the appropriate administrator before action is taken. The custodian may have a member of the Union present as a witness upon his request.

ARTICLE 29 MISCELLANEOUS PROVISIONS

Section 1.

Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all custodians now employed or hereafter employed by the Board.

Section 2.

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3.

As a condition of employment, all custodians employed for the first time shall be required to have a physical examination at the expense of the Board of Education and by a physician designated by the Board. In the event the custodian chooses to have a physical examination performed by a physician other than the one designated by the Board, the examination shall be at the custodian's expense.

Section 4.

Chest x-rays or tuberculin tests may be required every three (3) years of all employees. Proof of freedom from tuberculosis is to be in the Superintendent's office before the first pay check in July is issued.

Section 5.

In cases of emergency school closing, when students are not required to attend school, a custodian will begin his eight (8) hour day whenever he can get to his assigned position. Any Custodian who works on those days when school is closed, due to an emergency, will receive vacation days for every day worked. Custodians who are unable to report to work on emergency days, will be paid at their daily rate of pay.

Section 6.

All activities and functions in the school buildings will be supervised by personnel other than the custodian so they can do their assigned duties with minimum interruptions.

Section 7.

The Union acknowledges that during the negotiations that resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the Union at the time that they negotiated this Agreement.

ARTICLE 30
UNION RIGHTS

Teamsters Local 214 is certified under Article II of the Collective Bargaining Agreement and the School agrees that no classification and/or work listed under the present

certification will be removed from the bargaining unit or reassigned to non-bargaining unit employees.

DURATION AND TERMINATION

This Agreement shall continue in full force and effect from July 1, 2005 through June 30, 2008 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this agreement is served by either party upon the other at least ninety (90) days prior to date of expiration.

BOARD OF EDUCATION

TEAMSTERS STATE, COUNTY AND

RICHMOND COMMUNITY SCHOOLS MUNICIPAL WORKERS LOCAL 214

By: Patrick D. Bird

By: Phil R. Smith

By: _____

By: _____

Dated: 1/23/06

Dated: 1-20-06