

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

AND

BOARD OF EDUCATION  
OF THE  
WAVERLY COMMUNITY SCHOOLS

EFFECTIVE JULY 1, 2009

TO AND INCLUDING

JUNE 30, 2011

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THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2009, by and between the Board of Education, Waverly Community Schools of Eaton, Ingham, and Clinton Counties: party of the first part and hereinafter termed the District and Local Union 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the Union. Hereinafter the Waverly Schools, the Board of Education, and the Administration shall be termed the District.

WHEREAS: The District is required by law to negotiate with the Union on wages, hours, and the terms and conditions of employment of all regularly scheduled full-time and part-time maintenance and custodial employees, grounds employees, delivery employees, stockroom employees, mechanics, head custodians, laundry and the energy conservation/safety specialist, but excluding all other employees, guards and supervisors to the extent required by Act 379 of the Public Acts of 1965 and the parties, through negotiations in good faith have reached an agreement on all such matters and desire to execute this agreement.

ARTICLE I  
RECOGNITION

Section 1.1

The district recognizes the Union as the sole and exclusive representative in collective bargaining as defined in Section II of the public Acts of 1965 for all regular part-time employees, maintenance employees, custodial employees, grounds employees, stockroom employees, mechanics, and head custodians, but excluding all other employees, guards and supervisors to the extent required by Act 379 of the Public Acts of 1965 and for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

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 said Schedule "A" and the contents thereof shall constitute a part of this agreement.

Section 2.2

The Employer and the Union shall sign a participations agreement with the Michigan Conference of Teamsters Welfare Fund: CDN-5Z plan. The Employer agrees to pay weekly for each employee having more than thirty (30) days of service with the Employer. The CDN-5Z plan:

SO(A) Core Medical  
Cancer Rider  
Major Medical lifetime maximum of \$500,000  
\$5/\$15 RX Drug

\$500 Weekly Accident and Sickness  
\$50,000 Death/AD&D (\$3,000 on spouse; \$1,500 on each eligible dependent)  
Total and Permanent Disability  
“D” Dental & Optical

The cap shall apply to the core medical costs, cancer rider, major medical \$500,000 maximum, and the RX Drug program only. The district agrees to pay up to one thousand and twenty five (\$1,025.00) dollars per month effective July 1, 2009. The district will pay one thousand and fifty (\$1,050.00) per month effective April 1, 2010 through June 30, 2011.

The Employer agrees to contribute on behalf of an employee during the employee's absence from the job due to illness for a minimum of thirty (30) days.

The Employer agrees to contribute on behalf of an employee during the employee's absence from the job due to on the job injury for a minimum of six months.

The Employer agrees to contribute for each week on behalf of an employee if the employee worked or was compensated for any portion of the contribution week.

The Employer agrees to contribute for the first thirty (30) days of behalf of an employee during the employee's absence from the job due to military duty related absence.

Employee groups can opt out of the insurance. If an employee chooses to opt out, a cash in lieu payment of \$200.00 per month will be paid.

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 have more than thirty (30) days of service with the Employer.

Benefit coverage shall not be altered except by birth, death, divorce, social security eligibility or other factors affecting the employee's dependents.

- A. Health insurance benefits shall be directly prorated based on twenty (20) regularly scheduled hours per week qualifying for fifty (50%) percent benefit payment to forty (40) regularly scheduled hours per week qualifying for one hundred (100%) percent benefit payment. Employees regularly scheduled to work less than twenty (20) hours per week shall not receive any district paid health insurance premiums.
- B. In the event of voluntary or involuntary employee termination, the District contribution toward employee group insurance shall be discontinued as of the effective date of termination.
- C. Employees newly hired by the Board shall be eligible for Board paid insurance premium upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

- D. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made the Board in his/her behalf for failure to comply with this paragraph.

#### Section 2.3 – Worker’s Compensation

Employees are covered by Worker’s Compensation. In the event an employee is unable to work because of a disability determined to be compensable under the Michigan Worker’s Compensation law, the District agrees to provide the employee the option of being paid the difference between his/her salary, determined as of the date of disability, and the Worker’s Compensation payment. The total amount of such payments shall not exceed the monetary value of the employee’s accumulated sick leave, determined as of the date of disability. Accumulated sick leave shall be reduced in accordance with any such District payments. Employees are required to report injuries on district forms to the personnel department in a timely manner. An employee who does not elect to be paid the difference between his/her salary and Worker’s Compensation will retain accrued sick leave upon return to work. Additional sick leave will not accrue during a disability period.

Should this supplemental payment be found to be subject to the coordination requirements of workers’ compensation, such that the amount of the worker’s compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the worker’s compensation benefits provided by that statute.

#### Section 2.4

Upon an employee’s termination, (Retirement or Severance) a terminal leave pay of one hundred (\$100.00) dollars per year will be paid after meeting the qualifications listed below:

- A. Employees shall have seven (7) continuous years of employment in the district or totally disabled at any year.
- B. Such payments shall not be made to employees terminated for just cause.

#### 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 as regards such matters.
  - 1. Accordingly, each custodian in the 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 employees in the bargaining unit fairly and equally without regards to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this agreement has been executed by the District after certification by

the Michigan Employment relations Commission that the Union is the choice of a majority of employees in the bargaining unit.

- B. In accordance with the policy set forth under subparagraph (a) of this section, all employees in the bargaining unit, shall as a condition of continued employment, pay to the Union, an amount of money set by the Union. For present employees, such payments shall commence thirty-one (31) days following the date of execution of this agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.
- C. When the District needs additional employees it shall give the Local Union opportunity with all other source to provide suitable applicants, but shall not be required to employ those referred by the Local Union.
- D.
  - 1. Union Dues – The District agrees to deduct from the pay of each employee in the bargaining unit all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every employee, provided however, that the Union presents to the District authorizations signed by such employee, allowing such deductions and payment to the Local Union. During the life of this agreement, the District agrees to deduct Union dues from the second pay of each month of each employee who submits a properly prepared authorization for check-off of dues from the payroll department. The District 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 employee’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 immediately.
  - 2. The union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll deduction of dues.
- E. The Union agrees to indemnify and save the Board and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

#### Section 2.6

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

Section 2.7

Pay periods shall be every two (2) weeks during the year. Second and third shift employees shall receive paychecks on Thursday evenings.

Section 2.8

Supervisors and other exempt employees excluding Custodial, Maintenance and Grounds Supervisor will not perform the work normally and customarily performed by bargaining unit employees during any period in which an employee capable of doing the work is laid off if the effect of performing such work is to deprive the laid off employee of a full eight (8) hour working day.

Section 2.9 – Mileage

The Board shall reimburse employees for mileage accrued when his/her personal vehicle is used to travel on a scheduled regular basis between work locations. The employee shall be reimbursed at the current IRS rate.

ARTICLE III  
HOURS OF EMPLOYMENT

Section 3.1

The normal work week of employees covered by this agreement shall be forty (40) hours at five (5) days per week, eight (8) hours per day. The work week will include shift beginning Monday through Friday. If the District decides to establish a shift that involves regular work day on Saturday or Sunday in any building, the parties shall negotiate the terms of such schedule, it being agreed that Section 3.3 below does not apply.

Section 3.2

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half (1-1/2) shall be paid for all overtime in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, but not both. Overtime shall be computed daily and tallied at the end of workweek. Sick leave will not count as hours worked for the purpose of overtime.

Section 3.3

Time and one-half (1-1/2) shall be paid for all work done on Saturday and double the regular hourly rate shall be paid for all work performed on Sunday and holidays.

Section 3.4

Opportunities for overtime work for all buildings and in each building, shall be distributed on a fair and equitable rotation among all the employees including regular part-time employees within the building. Unit employees from the master seniority list will be assigned after regular employees in the building have waived the opportunity to work overtime.

Overtime outside the building will be equalized from the master seniority list beginning with the senior employee through the seniority list thereafter assigning the employee with the least amount of overtime qualified to perform the work required.

In the event the Employer is unable to obtain volunteers to work overtime in accordance with the above procedure, the Employer reserves the right to assign employees who have indicated a desire to work overtime on a rotating basis. Such assignments shall be made in inverse order of seniority within the affected building(s), then by inverse order of seniority outside the building.

Unit employees who are on the rotation schedule will be offered overtime when extra work is required for community services activities as well as other activities that result from the filing of a building use permit.

Effective July 1, 2005 overtime will also be offered on at least a shorter shift basis for one (1) day due to absences for illness, personal leave and vacation.

### Section 3.5

Unit employees shall indicate to the supervisor in writing whether or not they are interested in working overtime, and if so, at what times; and overtime work assignments shall be made on the basis of such information. However, it is understood that in times of emergency or when no unit employee is voluntarily available for overtime work, each unit employee may be required to perform his/her share of overtime work in the building where such overtime is required.

### Section 3.6

Where an employee is temporarily transferred to another job classification he/she shall receive the rate for such classification or his/her own rate, whichever is higher, for all time spent in such other classification unless the transfer was to avoid layoff, in which event he/she shall receive the rate for the job classification. Temporary reclassification shall only occur when the District has presented written notice to the employee of the expectation that he/she shall perform the supervisory and/or special skill duties of the higher classification. It is specifically noted that absence of the higher classified employees shall not necessarily require the performance of his/her supervisory and/or special skill duties by another employee. Pay for the higher classification will begin with the first day on the job, provided the replacement assumes the added duties and responsibilities.

### Section 3.7 – Emergency Closing of School

When emergency conditions dictate that the Superintendent shall close schools, employees shall be expected to report to work. An employee unable to report to work due to emergency or local weather conditions may charge the day of absence to sick leave, vacation leave or personal leave. This option will not be available to an employee having previously exhausted earned or accumulated paid leave days. If the superintendent feels weather conditions are sufficiently severe, an announcement will be made on the air that employees are not to report for work. In this case, all employees will be paid their regu-



lar daily rate of pay when not reporting. Those employees working on snow days, while other shifts are off, shall be entitled to a day off at a later date at a time to be mutually selected by both parties.

### Section 3.8

When an employee is recalled to work within a ten (10) hour period from the time his/her last shift ended, such employee shall be paid time and one-half (1-1/2) the regular rate of pay for all hours worked. Employees who are called back and work more than four (4) hours shall, if the next day is a regularly scheduled workday, be given a choice of taking such day off without pay or working.

### Section 3.9

Lunch period shall be thirty (30) minutes in length, except when an hour is provided in other areas. Employees required to stay in the building shall be provided with an uninterrupted lunch break of thirty (30) minutes per day. In the event emergency work does not permit a thirty (30) minute lunch, the employee will be paid for all time worked.

### Section 3.10

Two (2) fifteen (15) minutes break periods are permitted in each full shift.

### Section 3.11

If a scheduled event creates additional workload as determined by the building supervisor, a custodian will be called in for necessary cleanup work. If an unscheduled event creates additional workload as determined by the supervisor, the custodian affected will be paid for one (1) additional hour at straight time hourly rate.

### Section 3.12

In case an employee is called in other than their regular shift they shall be paid a minimum of two (2) hours.

### Section 3.13

In the event that an employee is required to be on standby, he/she shall be paid four (4) hours pay at regular time rate in addition to any call-in pay as required in Section 3.12.

### Section 3.14

It is understood that an employee may request a review of his/her current workload. This request will be made in writing to the supervisor with a copy to the Assistant Superintendent. Within ten (10) days the supervisor will meet with the employee to discuss the workload. If the employee is not satisfied with the results, he/she may refer the issue to the Assistant Superintendent within five (5) days.

### Section 3.15

When the District determines the need to create and fill a position on a temporary basis of four (4) months or more, unit employees who are qualified may be considered in filling the positions without losing their rights to his/her current position when the temporary position is ended.

ARTICLE IV  
LEAVE OF ABSENCE

Section 4.1 – Conferences

Two thousand (\$2,000.00) dollars will be designated for the development of a conference bank. A committee, with representation from the bargaining unit and Administration will design its implementation.

Section 4.2 – Employee Sick Leave With Pay

Employee sick leave with pay is earned and credited at the rate of one (1) day per calendar month with unlimited accumulation. Sick leave with pay may be used by the employee for personal illness or injury subjected to the following conditions:

- A. The employee shall, except in case of justifiable emergency, report illness or injury to the supervisor by 6:00 a.m. for the first shift; by 12:00 noon for the second shift; by 8:00 p.m. for the third shift.
- B. In the event the employee leaves the job because of illness or injury, he/she shall, except in the case of justifiable emergency, report his/her departure, his/her departure time and the nature of his /her illness or injury to either his/her immediate supervisor or the supervisor prior to departure.
- C. The illness shall be attested to by the employee upon return through the completion of a sick leave form furnished by the District.
- D. An employee absent from work for five (5) consecutive workdays may be required to provide written verification of illness from the attending physician.

Where there is cause for the Employer to suspect abuse, an employee may be required to provide written verification of illness from an attending physician. Examinations required by the Board shall be paid by the Board.

- E. A written verification of illness from the attending physician shall be mandatory on the sixth (6<sup>th</sup>) consecutive working day of absence, or in all cases covered by Worker's Compensation regardless of the length of absence.
- F. Any employee who resigns after five (5) years or more and has thirty (30) days or more of accumulated sick leave, will be paid fifty (50%) percent of the value of his/her accumulated sick leave up to a maximum of five hundred (\$500.00) dollars. Any employee who resigns after ten (10) or more years as a District employee will be paid fifty (50%) percent of the value of his/her accumulated sick leave up to a maximum of two thousand (\$2,000.00) dollars. Any employee who qualified for and has filed for retirement under the Michigan Public Employees retirement Act will be paid fifty (50%) percent of the value of his/her accumulated sick leave up to a maximum of three thousand (\$3,000.00) dollars at the time of retirement.

Section 4.3 – Leave Chargeable to Sick Leave

- A. Death in the immediate family:  
Seven (7) days per year for death in the immediate family may be charged to sick leave. Immediate family is defined as mother, father, spouse, parent of spouse, brother, sister, child, grandparent, grandchild, or in-law, step-child, step-parent, step-brother, step-sister, son-in-law, daughter-in-law, or a dependent who lives in the immediate household.
- B. Illness in the employee's immediate family:  
An employee's immediate family is defined as mother, father, spouse, parent of spouse, child, step-children, step-parents, or a dependent who lives in the immediate household. Ten (10) days per year 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 4.4 – Extended Illness Leave

- A. Leave for illness or injury to an employee covered by this agreement extending beyond the period compensated under sick leave shall be provided, without pay, up to a period not to exceed one (1) year but in all cases will conform with the Family and Medical Leave Act.
- B. Proof of recovery may be required at the employee's expense prior to the return from extended illness leave. Such proof may be verified by a District named physician at District expense.
- C. Upon return from leave, the employee shall be assigned to the same position, if the position is available. If the same position is not available, the employee shall be placed in a substantially equivalent position. Failure to accept a substantially equivalent position shall be considered voluntary resignation.

Section 4.5 – Maternity Leave

Maternity leave shall be considered as extended illness and shall be provided in accordance with the provisions of this section, with the exception that maternity leave may, at the option of the employee, begin prior to exhausting paid sick leave. In such an instance, accumulated sick leave shall carry over to the return from leave.

Section 4.6 – Child Care Leave

An employee, upon request, shall be entitled to a child care leave of absence for a period of time not to exceed one school year or the remainder of the school year in which the leave is granted: whichever shall occur first. Upon return from a child care leave, the employee shall be entitled to return to the same or similar position. Child care leaves shall be without pay and without benefits but will comply with the Family and Medical Leave Act. Seniority shall not accrue during this leave.

The employee shall notify the District in writing of his/her desire to take such leave and his/her intent to return and shall give such notice no less than forty-five (45) days prior to the date on which his/her leave is to begin. The written notice shall indicate the expected date of the start of the leave and shall state the anticipated date of return. The forty-five (45) day limit for prior notification may be waived by the District.

#### Section 4.7 – Personal Leave

Two (2) days' leave of absence per year not chargeable against the employee's contracted salary or sick leave allowance shall be granted for personal business during the first five (5) years of employment and three (3) days per year thereafter. Approval to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Unused personal business leave shall accumulate and be accrued as sick leave each year on July 1. Use of personal leave days shall require the prior approval of the supervisor and the Assistant Superintendent. A personal business day is not to be taken the last workday preceding a holiday nor the first workday immediately following a holiday.

#### Section 4.8 – Military Leave

- A. A leave of absence shall be granted an employee who is inducted or enlists for one 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.
- B. An employee will be granted a leave without pay for a period of minimum enlistment for full-time overseas duty in the Peace Corps. Further extensions shall be granted at the will of the District. The salary increment shall accrue.
- C. Reservists and members of the National Guard will be paid the difference between military pay and their regular earnings for the period of annual training up to ten (10) days per calendar year.

#### Section 4.9 – Extended Leave of Absence

An employee may be granted a leave of absence for one (1) year with the approval of the District. The employee shall notify the District not later than three (3) months before the expiration of this leave whether active re-employment is desired. If so, the employee shall be assigned to a position in the school system.

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

- A. Requests for leaves shall be in writing.
- B. Eligibility shall be based on a minimum of two (2) year continuous employment in the District.
- C. All extended leaves shall be limited to one year. Further extensions shall be at the will of the District.
- D. While on extended leave of absence, except for military leave, an employee's seniority is maintained but does not accrue.
- E. Shall be re-employed in line with his/her seniority at then current rate.
- F. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
- G. Written notice of intention to either return or resign shall be given the Assistant Superintendent at least three (3) months before leave expires.
- H. Any extended leaves granted under this section shall be without pay.

ARTICLE V  
VACATIONS

Section 5.1

Employees will earn vacation with pay according to the following schedule:

First year through third	10 days
Fourth year through fifth	12 days
Sixth year through eighth	15 days
Ninth year through twelfth	17 days
Thirteenth year and following	20 days

- A. The anniversary date of each custodian will be the July 1 preceding the date of hire. From the date of hire to July 1 during the first year of employment vacation days will be prorated. Thereafter vacation time is earned from July 1 to June 30. All yearly vacation days are earned on July 1. Time earned in one anniversary year must be used within a twelve month period from the anniversary date or it will be lost.
- B. Vacation days may be used in the year earned, so long as the days used do not exceed the actual prorated days earned to date.
- C. Vacation may be taken at any time during the year, but must be taken in blocks of not less than one half (1/2) day or more than fifteen (15) days.
- D. Unit employees who are ill may use their accumulated vacation time as an extension of sick leave, after all regular sick leave benefits have been used during time covered under the Family & Medical Leave Act.
- E. Any accrued vacation pay shall be paid upon termination.
- F. Vacation time shall be counted as actual scheduled working days on the custodial calendar and he/she shall receive his/her regular hourly rate. Should a holiday occur during an employee's vacation period, it shall not count as a vacation day.
- G. Requests for vacation shall be submitted in writing to the supervisor at least ten (10) working days in advance. Vacations shall require prior approval of the Assistant Superintendent.
  - 1. The availability of a substitute
  - 2. The absence of previously scheduled school activities for which the presence of the employee is required.
- H. Should more requests for vacation within a given period be received than can be honored, approval will be granted according to date of receipt by the District.
- I. To be eligible for full vacation pay, an employee must have worked sixteen hundred (1,600) hours or more during the past twelve (12) month period. Eligible employees who fail to meet this requirement shall receive a prorated vacation benefit based upon the number of days actually worked.
- J. Vacation time can be used on a buyback system at the rate of 3 sick days for 1 vacation day. Up to 5 vacation days may be bought back per year and they may be used at any time. Sick days used to purchase vacation

days will not be counted against the sick bonus and may not be paid out for retirement Separability.

## ARTICLE VI HOLIDAYS

### Section 6.1

The following holidays shall not be regular unit employees' workdays on the calendar but shall be paid at the employee's regular rate of pay. Specific dates listed on attached Schedule B.

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year's Day
- Presidents Day
- Memorial Day

In addition, when the day before Christmas Day and New Year's Day falls on a workday, holiday related time off with pay will be granted. Good Friday, all day if school is not in session. If school is in session, custodians will work and take one (1) day at another time to be agreed upon by the District, when school is not in session, when agreed upon by the District. The custodial group will be allowed MLK day off as a paid holiday if no other district employees are working that day; however, there will be no "make up" day if another group is working that day.

### Section 6.2

Part-time employees working twenty (20) or more hours per week shall be entitled to receive a prorated share of all fringe benefits herein provided except where otherwise excluded.

### Section 6.3

Employees having been employed by the Waverly Schools for less than thirty (30) days shall not be eligible for holiday pay.

## ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT

### Section 7.1

The Union shall have the right, upon request, to use school building facilities as follows:

- A. The use of school mail boxes for official Union business of the organization
- B. A bulletin board in the staff room for Union use
- C. The only person who can authorize a notice to be posted on the Union bulletin boards shall be the Business Representative of the Local Union 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.

- D. Requests for use of other school equipment shall be made of the building principal in advance of the utilization.
- E. All job openings or vacancies within the District will be posted on the custodians' bulletin board.
- F. A list of overtime worked and the employees who work the overtime will be provided to the steward on a bi-weekly basis.
- G. A copy of the minutes of the school board meetings will be provided to the steward.

### Section 7.2

The District agrees that it will allow the proper 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.

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

### Section 7.3

Employees who will experience a change of assignment shall be notified by the District. Such change will be mutually agreeable to the employee and the Union except that the District shall, if necessary, make the final decision. An employee promoted to a higher classification position shall be subject to a trial period of thirty (30) days in the new position, during which time he/she may be returned to his/her previous classification without recourse to the grievance procedure. The employee's seniority continues to accrue during the trial period.

### Section 7.4

Employees shall submit request to the supervisor for supplies and equipment, on forms provided by the District. The Assistant Superintendent shall make the final decision in the purchase of supplies and equipment, and on whether to contract for maintenance services on an emergency or project-by-project basis.

### Section 7.5

Employees who wish to be considered for changes of assignment shall notify the supervisor in writing. The District recognizes the principle of promotion from within the school system and will consider any qualified and interested applicant. Qualification factors will include years of service, attendance record, personal attributes and performance. The District reserves the right to fill the position within the bargaining unit by hiring a new employee if the District determines that none of the applicants possess satisfactory qualifications. If the Union does not agree with the District decision on "satisfactory qualifications", the Union reserves the right to file a grievance.

In case of an open position in the bargaining unit in the school system, and the District intends to keep the position filled, it shall be posted immediately including an anticipated date the job will be filled. If all qualification factors are equal, seniority will prevail. Should new bargaining unit positions be created, the duties and responsibilities of which are similar to existing job classifications, the parties agree to reopen negotiations for the purpose of establishing a classification level for the new position. If the parties cannot agree on a rate, the District shall have the right to set a rate and the Union reserves the right to file a grievance over such rate.

#### Section 7.6

Should any employee be required to post bond as a condition of his/her employment, the premium shall be paid by the District.

#### Section 7.7

Employees shall report promptly to the building principal or supervisor, as appropriate, the presence of unscheduled groups or unsupervised students in the building outside of their regular school hours. A schedule of after school activities shall be maintained in each building and a copy provided for the unit employees' information. Should unscheduled groups request admission, and it is not possible for the employee to contact the principal or supervisor for his/her approval, the employee shall exercise good judgment in deciding whether to admit the group. An employee shall not be responsible for student groups without adult supervision admitted to the building by authority of an administrative supervisor or who gains access into the building through no negligence on the part of the employee.

#### Section 7.8

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

#### Section 7.9

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

## ARTICLE VIII GRIEVANCE PROCEDURE

#### Section 8.1

Any employee, group of employees, or the Union may file a grievance. A grievance is defined as a claim of a violation, misinterpretation or misapplication of a specific provision of this agreement. Individual employees may present a grievance and have it adjusted with or without the intervention of the Union, if the adjustment is not inconsistent with the terms of this agreement. However, the Union shall be given opportunity to be present at the adjustment.



### Section 8.2 – Informal Procedure

The following steps shall be oral and within the time specified:

- A. Any employee or group of employees believing there to be a violation as stated above shall discuss same with the Supervisor within ten (10) days from the alleged violation.
- B. If the decision of the Supervisor is not satisfactory the employee or group of employees may file a written grievance within ten (10) days under the formal grievance procedure.  
Failure to institute a formal grievance procedure shall be deemed acceptance of the decision at that level.

### Section 8.3 – Formal Grievance Procedure

In the event that a bargaining unit member believes there is a grievance he/she shall file with the Supervisor a written grievance within ten (10) working days of the alleged violation or the decision at the informal level. The grievance shall contain the following information.

- A. A concise statement of facts alleging the violation.
- B. The specific section of this agreement alleged to have been violated.
- C. A relief requested.
- D. The name or names of all of the grieving parties.

Steps to be followed:

1. Within five (5) working days of receipt of the grievance, the Supervisor shall meet with the bargaining unit member in an effort to resolve the grievance. The manager shall indicate, in writing, his/her disposition of the grievance within five (5) working days of such meeting, and furnish a copy to the Union, steward, the grieving employee(s) and file a copy in a permanent file in the personnel office.
2. If the decision of the Supervisor is unsatisfactory to the grieving employee(s) or the Union, and further hearing is desired, he/she or they shall file a written grievance within five (5) days to the Assistant Superintendent. Within ten (10) days of receipt of a grievance, the Assistant Superintendent shall schedule a hearing. Within seven (7) days of the hearing on the grievance, the District shall render a decision in writing, transmitting a copy to the Union and to the grieving employee(s) and file a copy in a permanent file in the personnel office.
3. If the decision of the District is unsatisfactory to the employee(s) or the Union, he/she or they shall within fifteen (15) days of the date of said decision 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 submitted for arbitration by the Union. The arbitrator shall be mutually agreed to by the parties, or if they cannot agree, the arbitrator shall be selected through the American Arbitration Association or

Federal Mediation and conciliation Service in accordance with each agency's respective rules.

The arbitrator shall give both parties full opportunity to present evidence and 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 District, the Union, and the aggrieved. The arbitrator shall not alter, add to or subtract from the Agreement. The cost of arbitration shall be divided equally between the District and the Union, except that each shall pay the cost of his own representative.

4. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should an employee or group of employees or the Union withdraw a grievance at any level, or should an employee or group of employees leave the employ of the Board, all further proceedings on said grievance shall be barred.
5. The term "day" or "days" used herein shall mean regular working days.

## ARTICLE IX SENIORITY

### Section 9.1

The first sixty (60) days of employment shall be regarded as a probationary period of employment and employees shall not have recourse to the terms of this Agreement. A thirty (30) calendar day extension may be extended upon notification by the Board to the Union.

### Section 9.2

Seniority shall be accrued and effective on the first working day of employment after the termination of the probationary period, retroactive to the last day of hire.

### Section 9.3

Seniority prevails in the layoff, recall and earning opportunities of employees provided that skill and ability to do scheduled work are reasonably equal.

In reducing the work force because of legitimate cause, the last employee laid off shall be first employee re-employed. In the laying off and the re-employment of laid off personnel, the particular work performed as defined by job description is an important factor. It is understood that layoffs shall be by job classification and that an employee being laid off may displace an employee in the same classification or in another job classification having the least District seniority, provided he/she has the skill and ability to do the work.

Section 9.4

The District shall maintain a master seniority list, listing all eligible employees in order of seniority without regard to salary or job classification. The District shall furnish revised copies to the Union and employees as changes occur.

Section 9.5

Seniority shall be broken only by discharge, voluntary resignation, or layoff for a period of more than three (3) years, or failure to report to work for three (3) consecutive working days and failure to notify the employer by the end of the third day.

Section 9.6

In the event of a layoff, an employee so laid off shall be give two (2) weeks notice of recall to work, mailed to his/her last known address. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this agreement. However, the two (2) week's time limit may be extended by mutual agreement between the District and the employee.

Section 9.7

Stewards shall be granted super seniority for layoff and rehire if such is required by the Union. However, only one (1) steward shall have super seniority for such purposes. The Union shall designate the steward to receive super seniority to the District in writing.

Section 9.8

Any employee employed in a classification covered by this Agreement, who is or has been transferred to a non-unit position while working under this contract shall not accumulate seniority while he/she works in the non-union position. If the employee is returned to a bargaining unit classification within one (1) year he/she shall commence work in a job generally similar to the one he/she had 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 unit.

ARTICLE X  
DISCIPLINE OR DISCHARGE

Section 10.1

The District recognizes the concept of progressive discipline when disciplining employees. The District agrees not to discharge or suspend any employee without just cause. In respect to discharge or suspension, the District shall give at least one (1) warning notice to employee in writing mailed to his/her home address, with a copy to the Union so that the employee may have an opportunity to make suitable corrections prior to further discipline or discharge, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge, is, by way of illustration and not by way of limitation, (a) dishonesty, (b) drunkenness, (c) recklessness resulting in a serious accident, (d) conviction of a felony, (e) indecent proposals or any

other offense involving moral turpitude, (f) falsification or his/her application for employment, (g) sabotage of school property, (h) assault, (i) insubordination.

### Section 10.2

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

### Section 10.3

Discharge shall be in writing, a copy of which shall be given to the Chief steward and to the Union. Any employee may request investigation of his/her suspension or discharge within ten (10) days of the date thereof.

## ARTICLE XI STEWARDS

### Section 11.1

The District recognizes the right of the Union to designate a steward and alternate steward from among the employees. One steward, one alternate steward, and four committee persons shall be designated. The Union shall inform the District in writing as to which employees have been designated as steward, alternate steward and committee persons. In the absence of the steward from work the alternate shall exercise his/her functions. When all employees are working the day shift, the day shift steward or his/her alternate has sole authority.

### Section 11.2

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

- A. The investigation and presentation of grievances to the District of designated District representative in accordance with the provisions of this Master Agreement.
- B. The transmission of such messages and information as shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information have been reduced to writing.

### Section 11.3

The steward or alternate steward in the absence of the steward, shall be permitted time, not to exceed six (6) hours in total per month, to investigate, present and process grievances without loss of time, or pay, from their regular work hours. The steward or alternate may leave the school premises to conduct such business as outlined above only upon receiving prior approval in advance from the foreman, supervisor or the personnel administrator.

ARTICLE XII  
BOARD RIGHTS

Section 12.1

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, and duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its employees, properties and facilities.
- B. Except as specifically and explicitly limited in this Agreement, the right to hire, transfer, and promote employees, to lay off employees for lack of work, to reprimand, suspend, discipline, and discharge employees for just cause, to establish reasonable rules and to maintain discipline of employees.
- C. In addition to the above, the Union recognizes there are rights and responsibilities which belong solely and exclusively to the District such as, but not limited to, the decisions on: all matters involving the type of work to be done, the locations of the operations, the means, methods and processes of work materials to be used, the right to introduce new and/or improved methods and facilities.
- D. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of good judgment the discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE XIII  
NEGOTIATION PROCEDURES

Section 13.1

Neither party shall have any control over the selection of the negotiation representatives of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the District 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 XIV  
SEPARABILITY AND SAVINGS CLAUSE

Section 14.1

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.

ARTICLE XV  
NEGLIGENCE

Section 15.1

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

ARTICLE XVI  
UNIFORMS

Section 16.1

Employees will be reimbursed in cash up to three hundred (\$300.00) dollars for the purchase of uniforms. Uniforms will be considered as shirts, pants, jackets, coveralls, belts, or shoes. A committee will be established to determine guidelines. Consistency in shirt styles will be implemented. Shirt style and purchase location will be collaboratively agreed upon between the Union and Administration. In addition, two (2) sets of coveralls will be furnished all full-time maintenance and grounds personnel and head custodians. Employees working less than full-time shall receive one hundred fifty (\$150.00) dollars upon presentation of evidence of purchase of uniforms. The District will provide all employees required to do snow/ice removal with one (1) set of winter coveralls/Carharts every five (5) years, or as needed, with the cost of said overalls not to exceed \$100.00.

ARTICLE XVII  
JURY DUTY

Section 17.1

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 services will not be charged to sick leave or vacation time.

ARTICLE XVIII  
SCOPE OF THIS AGREEMENT

Section 18.1

The parties acknowledge that during the negotiations which resulted in this Agreement each 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### Section 18.2

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligation of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

### ARTICLE XIX COURT APPEARANCE

#### Section 19.1

If an employee appears in court or the police department at District request on behalf of the employer or is subpoenaed to appear in court to testify concerning the Waverly Community Schools, he/she shall receive his/her basic straight time rate of pay for all time spent in making such appearance. Such court appearance time shall not be charged to personal leave, sick leave or vacation time, nor shall the employee be required to make up the lost time.

### ARTICLE XX EQUIPMENT, ACCIDENT AND REPORTS

#### Section 20.1

Employees shall operate only vehicles or equipment that is in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate defective equipment unless such refusal is unjustified.

Employees shall immediately report all defects of equipment to their immediate supervisor. Such reports shall be made on a suitable form furnished by the District and shall be made in multiple copies, one copy to be retained by the employee.

Employees will not undertake to perform any activities involving dangerous conditions of work or danger to a person or property or in violation of an applicable statute, court order

or governmental regulations relating to safety of person or equipment. If he/she does so, such employee will be subject to disciplinary action.

ARTICLE XXI  
ANNOUNCEMENT

Section 21.1

Union announcements will be permitted after custodial staff meetings are completed.

ARTICLE XXII  
STRIKE OR LOCKOUT

Section 22.1

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

ARTICLE XXIII  
HEALTH EXAMINATION

Section 23.1

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties. The District may require a physical or psychological examination by a District-named physician at District expense. TB tests are required if required by law.

ARTICLE XXIV  
NON-DISCRIMINATION

Section 24.1

Neither the company nor the Union shall discriminate against any employee because of religion, race, color, national origin, sex marital status, height, weight, arrest record or handicap.

ARTICLE XXV  
TERMINATION OF AGREEMENT

Section 25.1

This Agreement shall be in full force and effect July 1, 2009 to and including June 30, 2011, 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 serviced by either party upon the other at least sixty (60) days prior to date of expiration.

Section 25.2

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.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_ 2009, A.D.

EMPLOYER

UNION

WAVERLY COMMUNITY SCHOOLS

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

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Alternate Steward

SCHEDULE A  
2009-2011 Salary Schedule

<u>Classification</u>	<u>2009-2010</u>	<u>2010-2011</u>
**AA Skilled Maintenance Bus Mechanic Maintenance Personnel Head Groundsman	18.97	TBD
A Secondary Head Custodian Groundsman Utility	17.73	
BB Elementary Head Custodian Courier	16.89	
B Secondary Assistant Head Custodian Groundsman Groundsman (Temporary)	16.51	
C General Custodian	15.61	

\*\* Proficient in general maintenance; use of tools; and knowledge of electricity, plumbing, boilers, carpentry, and general contracting practices.

New employees shall be paid fifty (\$.50) cents an hour less than the lowest paid employee in his/her classification for six (6) months. For the next six (6) months they will be paid twenty-five (\$.25) cents an hour less and after one (1) year will be on the regular schedule.

Longevity

Employees shall earn longevity pay according to the following schedule according to anniversary date of employment. Longevity pay earned shall be payable the payday before December 1. Longevity will be prorated for anyone who retires before December 1 of each year. Employees hired after May 26, 1993 are not eligible for longevity.

5 – 10 years of service	\$300.00
11 – 12 years of service	\$600.00
13 – 14 years of service	\$700.00
15 years and over of service	\$900.00

Premium for Night Work

\$ .25 per hour premium 2<sup>nd</sup> shift – approximately 3:00 p.m. to 11:30 p.m.

\$ .30 per hour premium 3<sup>rd</sup> shift – approximately 11:00 p.m. to 7:30 a.m.

Maintenance, mechanics and groundsmen shall not be required to substitute for custodians except in cases of emergency as determined by the supervisor.

Employees shall not be required to act as “Policemen” or “Crossing Guards” except in cases of emergency.

**SCHEDULE B**  
**HOLIDAY DATES**

	<u>2009-2010</u>	<u>2010-2011</u>
Independence Day	July 4	July 4
Labor Day	Sept. 7	Sept. 6
Thanksgiving Day	Nov. 26	Nov. 25
Day after Thanksgiving	Nov. 27	Nov. 26
Christmas Eve	Dec. 24	Dec. 24
Christmas Day	Dec. 25	Dec. 27
New Years Eve	Dec. 31	Dec. 31
New Years Day	Jan. 1	Jan. 3
Presidents Day	Feb. 15	Feb. 21
Good Friday	April 2	April 22
Memorial Day	May 31	May 30

The holidays shall not be less than eleven. The traditional Christmas Eve Day and New Years Eve Day off will be taken at a time designated by the District when school is not in session.

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