

MASTER AGREEMENT
BETWEEN
TEAMSTER LOCAL UNION NO. 243
AND
BOARD OF EDUCATION
OF THE
WAVERLY COMMUNITY SCHOOLS

EFFECTIVE JULY 1, 2017

TO AND INCLUDING

JUNE 30, 2020

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THIS AGREEMENT, made and entered into this 1st day of July, 2017, by and between the Board of Education, Waverly Community Schools of Eaton, Ingham, and Clinton Counties: party of the first part ("District" or "Employer") and Teamsters Local Union 243 Affiliated with the International Brotherhood of Teamsters located at 39420 Schoolcraft Rd., Plymouth Township, Michigan 48170, party of the second part, (the "Union").

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 11 of the Public Employment Relations Act for all full time and 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 the Public Employment Relations Act 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

- A. The District and the Union shall sign a participation agreement with MCTWF providing for group health and welfare benefits under Benefit Package 1022. The District agrees to remit the full insurance premiums and Medical Benefit Plan Costs for all eligible employees having more than thirty (30) calendar days of service with the District commencing with the contribution week in which the thirty first (31st) day of service falls. Eligible employees shall be those who meet the definition of "full-time" as contained within the PPACA (currently working an average of 30 hours or more per week).
- B. This Medical Benefit Plan Coverage must be compliant with the Patient Protection and Affordable Care Act and the IRS Code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the District. Should the plan fail to comply with the PPACA or the IRS Code, the Parties will meet immediately to choose compliant Medical

Benefit Plan Coverage. If a plan has not been chosen within 10 days, the District may choose a compliant plan.

- a. The components of Benefit Package 1022 are:
 - i. New Key 2c
 - ii. Cancer Rider (R2)
 - iii. \$10/\$20/\$35 Rx Drug (New Rx2)
 - iv. \$500 Weekly Accident and Sickness
 - v. \$50,000 Death/AD&D (\$3,000 on spouse; \$1,500 on each eligible dependent)
 - vi. \$20,000 Total and Permanent Disability
 - vii. Dental & Optical (D&O1)

- C. Upon ratification, the District's monthly insurance premium/Medical Benefit Plan cost contribution to eligible employees shall be the applicable Public Act 152 of 2012 hardcap, expressed as a monthly amount (the statutory hardcap divided by 12 months). Employees working less than thirty (30) hours per week shall not receive any District contributions.

Bargaining unit members enrolling in health insurance shall pay any additional Medical Benefit Plan costs which exceed the District's contribution (as indicated above) through payroll deduction, or by cash or check if the individual's payroll is not large enough for payroll deduction. If paid by cash or check, the bargaining unit member's payment is due on the 1st of the month in which coverage is being purchased. The bargaining unit member's payment amount shall be the difference between the actual Medical Benefit Plan cost and the District's contribution amount (as indicated above). These payments will be spread over the number of months containing pay periods for the fiscal year, in twice monthly installments; however, in no instance shall the District provide any employee pre-payment (a loan of money) to cover the individual's portion of Medical Benefit Plan costs.

- D. Cash-in-Lieu Option

For eligible full-time employees who do not enroll in health insurance, the employer will provide a cash option in lieu of health benefits. All employees as a condition to receiving cash in lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act. The cash option shall be Two Hundred Dollars (\$200) per month.

- E. The District agrees to contribute on behalf of an eligible Employee during the Employee's absence from the job due to off the job illness or injury for the lesser of four (4) weeks following the contribution week in which the Employee last worked, or the duration of said absence.

- F. The District agrees to contribute on behalf of an eligible Employee during the Employee's absence from the job due to on the job injury or illness for the lesser of twenty-six (26) weeks following the contribution week in which the Employee last worked, or the duration of the said absence.

- G. The District agrees to contribute for each week on behalf of an eligible Employee if the Employee worked or was compensated for any portion of the contribution week.
- H. The District agrees to contribute on behalf of an eligible employee for the first four (4) weeks following the contribution week in which the Employee last worked on behalf of an employee during the Employee's absence from the job due to military duty related absence.
- I. Benefit coverage shall not be altered except by birth, death, divorce, social security eligibility or other factors affecting the employee's dependents.
- J. In the event of voluntary employee separation, the District contribution toward the eligible employee's insurance shall be discontinued as of the last day of the month of the effective date of separation. In the event of involuntary employee termination, the District contribution toward the eligible employee's insurance shall be discontinued as of the effective date of termination.
- K. 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 contributions made by the District on his/her behalf for failure to comply with this paragraph. The District shall report such changes immediately thereafter to the MCTWF.

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 Disability Compensation Act, the District agrees to provide the employee the option of being paid the difference between their 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 Human Resources 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:

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

Section 2.5

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 2.6

All employees covered by this Agreement shall be paid in full every two weeks. Not more than fourteen (14) calendar days of submitted timesheets shall be held from an employee. If the regularly scheduled payday falls on a holiday, payment shall be made on the preceding day. All employees covered by this Agreement shall be required to participate in direct deposit no later than December 1, 2017. A direct deposit statement of earnings and deductions will be emailed to each employee every two weeks. The District agrees to provide support and assistance, including computer access, to assist employees with viewing their statements.

Section 2.7

Supervisors and other exempt employees excluding Supervisor of Maintenance and Operations 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 2.8 – Mileage

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

Section 2.9

Employees shall give a two (2) week notice for resignation or retirement.

ARTICLE III - HOURS OF EMPLOYMENT

Section 3.1

The normal work week of full-time 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. Teamsters Local 243 agrees to the implementation of one Tuesday through Saturday shift at the High School.

Upon ratification of the contract, it is the intent of the District to maintain full-time employment for current employees.

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 forty (40) hours per week. Overtime shall be computed at the end of workweek. Sick leave will not count as hours worked for

the purpose of overtime. Vacation leave shall not be counted toward the calculation of overtime pay, except in cases of snow removal.

Section 3.3

Double the regular hourly rate shall be paid for all work performed on Sunday and holidays (12:01AM – 11:59 PM).

Section 3.4

Opportunities for additional 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 additional time.

Additional work 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 additional time in accordance with the above procedure, the Employer reserves the right to assign employees who have indicated a desire to work additional time 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 additional time when the District determines that extra work is required for community services activities as well as other activities that result from the filing of a building use permit.

Additional time may 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 additional time, and if so, at what times; and additional 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 they shall receive the rate for such classification, after three (3) consecutive days on the job, or their own rate, whichever is higher, unless the transfer was to avoid layoff, in which event they shall receive the rate for the job classification in which the work is performed. Temporary reclassification shall only occur when the District has presented written notice to the employee of the expectation that they 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 their supervisory and/or special skill duties by another employee. Pay for the higher classification will begin after three (3) consecutive days on the job, provided the replacement assumes the added duties and responsibilities. An employee who assumes duties of the higher classification, on a temporary basis,

shall not be removed from the higher classification without mutual consent between the employee and the District or until the temporary assignment has completed.

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 regular 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

An employee who is recalled to work within a ten (10) hour period from the time their last shift ended, and works 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 unpaid and 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 paid 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, they 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 their current workload. This request will be made in writing to the supervisor with a copy to the Director of Human Resources. Within ten (10) days the supervisor will meet with the employee to discuss the workload. If the employee is not

satisfied with the results, they may refer the issue to the Director of Human Resources 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 their current positions when the temporary position is ended.

ARTICLE IV - LEAVE OF ABSENCE

Section 4.1 – Conferences

Two thousand dollars (\$2,000.00) will be appropriated annually 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, they shall, except in the case of justifiable emergency, report their departure, their departure time and the nature of their illness or injury to either their 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.
- E. 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 District shall be paid by the District.
- F. A written verification of illness from the attending physician shall be mandatory on the sixth (6th) consecutive working day of absence, or in all cases covered by Worker's Compensation regardless of the length of absence.
- G. 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 percent (50%) of the value of their accumulated sick leave up to a maximum of five hundred dollars (\$500.00). Any employee who resigns after ten (10) or more years as a District employee will be paid fifty percent (50%) of the value of their accumulated sick leave up to a maximum of two thousand dollars (\$2,000.00). Any employee who qualifies for and has filed for retirement under the Michigan Public Employees Retirement Act will be paid fifty percent (50%) of the value of their accumulated sick leave up to a maximum of three thousand dollars (\$3,000.00) at the time of retirement.

- H. Employees will receive a sick leave bonus of two hundred dollars (\$200.00) if less than six (6) days are used for the school year.

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.
- D. 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 4.5 – 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 their desire to take such leave and their intent to return and shall give such notice no less than thirty (30) days prior to the date on which their 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 thirty (30) day limit for prior notification may be waived by the District.

Section 4.6 – 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 Director of Human Resources. A personal business day is not to be taken the last workday preceding a holiday nor the first workday immediately following a holiday.

Section 4.7 – 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 4.8 – Extended Leave of Absence

An employee may be granted a leave of absence for up to 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 their 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

Vacation shall be credited at the beginning of each fiscal year, on July 1. Employees will be credited according to the following schedule:

First (1 st) year through third (3 rd)	Ten(10) days
Fourth (4 th) year through fifth (5 th)	Twelve (12) days
Sixth (6 th) year through eighth (8 th)	Fifteen(15) days
Ninth (9 th) year through twelfth (12 th)	Seventeen(17) days
Thirteenth (13 th) year and following	Twenty(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.
- B. Unused vacation days will be rolled over into the next fiscal year. Vacation accumulation shall not exceed two (2) years accrued time.
- 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 not 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 unused vacation pay from prior years shall be paid upon termination. Any accrued vacation pay from the current year shall be paid upon termination on a prorated basis. If a bargaining unit member has used more vacation than earned, the member will have the wages from the overused time deducted from their last paycheck.
- F. Vacation time shall be counted as actual scheduled working days on the custodial calendar and they shall receive their 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.

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 provided the employee has worked scheduled hours the entire day on the last day scheduled for their classification prior to the holiday and the first day scheduled for their classification after the holiday, unless such failure was excused by the Supervisor and Human Resources or unless the holiday fell during the employee's scheduled vacation period.

Specific dates listed on attached Schedule B.

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

In addition, 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

Regular 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

Probationary employees, as defined in Section 9.1, 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 and on Union letterhead shall be the Business Representative of the Local Union or the Union Steward when authorized by the Union. The District 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 bargaining unit 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 their consent in writing to the Union for opening of their 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 (other than on a temporary basis under Section 3.6 of the Agreement) shall be subject to a trial period of thirty (30) calendar days in the new position, during which time they may be returned to their 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 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 applicant who meets the minimum essential requirements as determined by the job description. Additional qualification factors will include, attendance record, personal attributes and performance. If all qualification factors are equal, seniority will be the determining factor in comparing the two most qualified internal candidates.

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 internal applicants possess the minimum essential requirements of the position.

In case of an open position in the bargaining unit in the school system, if the District intends to keep the position filled, it shall be posted immediately including an anticipated date the job will be filled.

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 their 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 their 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.

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 they shall file with the Supervisor a written grievance within ten (10) 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 remedy requested.
- D. The name or names of all of the grieving parties.

Steps to be followed:

1. Within five (5) 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) 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 Human Resources office.
2. If the decision of the Supervisor is unsatisfactory to the grieving employee(s) or the Union, and further hearing is desired, they shall file a written grievance within five (5) days to the Director of Human Resources. Within ten (10) days of receipt of a grievance, the Director of Human Resources 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 Human Resources office.
3. If the decision of the District is unsatisfactory to the Union, the Union shall within fifteen (15) days of the date of said decision may, by written notice to the District, request voluntary mediation from the Michigan Employment Relations Commission or may elect to submit a grievance to arbitration. The President 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 Mediator or Arbitrator shall be mutually agreed to by the parties, or if they cannot agree, the arbitrator shall be selected through the Michigan Employment Relations Commission in accordance with the Commission'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 they 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 it's 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 District, all further proceedings on said grievance shall be barred.

Section 8.4

The term "day" or "days" used throughout the entire Article VIII shall mean Monday through Friday, not including holidays when the central administrative offices are closed.

ARTICLE IX - SENIORITY

Section 9.1

The first sixty (60) calendar 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 District 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 the 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 they have 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 lost 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 their last known address. In the event the employee fails to make themselves available for

work at the end of said two (2) weeks, they shall lose all seniority rights under this agreement. However, the two (2) week 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 they work in the non-union position. If the employee is returned to a bargaining unit classification within one (1) year they shall commence work in a job generally similar to the one they had at the time of their transfer and he/she shall maintain the seniority they had at the time of their transfer out of the unit.

ARTICLE X - DISCIPLINE OR DISCHARGE

Section 10.1

The District recognizes the concept of progressive discipline when disciplining employees who have completed their probationary period. The District agrees not to discharge or suspend any employee who has completed their probationary period without just cause. In respect to discharge or suspension, the District shall give at least one (1) written warning notice to any employee who has completed their probationary period mailed to their 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 who has completed their probationary period before they are 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 their 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 two (2) years 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 two (2) years 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 Union steward and to the Union. Any employee who has completed the probationary period may request investigation of their suspension or discharge within ten (10) days, as defined in Section 8.4, of the date thereof.

ARTICLE XI - STEWARDS

Section 11.1

The District recognizes the right of the Union to designate a steward and committee person from among the employees. One (1) steward and one (1) committee person shall be designated. The Union shall inform the District in writing as to which employees have been designated as steward, and/or committee persons. In the absence of the steward from work the committee person shall exercise their functions. When all employees are working the day shift, the day shift steward or the committee person 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 or 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 committee person 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 committee person may leave the school premises to conduct such business as outlined above only upon receiving prior approval in advance from the supervisor or the Director of Human Resources.

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.

Section 13.2

An emergency manager appointed under the Financial Stability and Choice Act is authorized to reject, modify or terminate this Agreement as provided in the Local Financial Stability and Choice Act , 2012 Public Act 436.

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

Each year covering the period of July 1 – June 30, employees will be reimbursed up to three hundred dollars (\$300.00) 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 dollars (\$150.00) 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 once every five (5) years, or more frequently with prior approval from the Supervisor, with the cost not to exceed one hundred dollars (\$100.00).

All reimbursement for uniforms will be prorated based on amount of time worked from July 1 to June 30.

ARTICLE XVII - JURY DUTY

Section 17.1

An employee who serves on Jury Duty will be paid the difference between their pay for that duty and their 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, they shall receive their 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 they do 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. Tuberculosis tests are required if required by law.

ARTICLE XXIV - NON-DISCRIMINATION

Section 24.1

The parties shall not discriminate against any employee because of age, gender, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or other criteria as provided for by applicable law.

ARTICLE XXV - TERMINATION OF AGREEMENT

Section 25.1

This Agreement shall be in full force and effect July 1, 2017 to and including June 30, 2020, 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

13th day of October 2017, A.D.

NEGOTIATING COMMITTEE

EMPLOYER

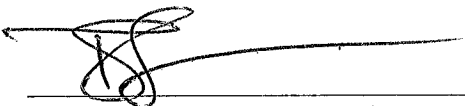
Susan Friend – Committee Member
Evan Nuffer – Committee Member
Kyle Scripter – Committee Member

UNION

Mike Parker – Chairman
Neil Pettit – Co-Chairman
Steven Buck – Steward
Scott Lee – Committee Person

EMPLOYER

WAVERLY COMMUNITY SCHOOLS

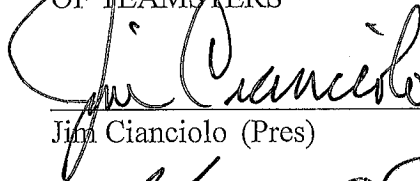


President, Board of Education

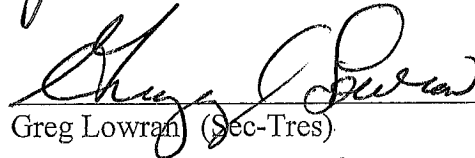
Mary Ann Martin
Secretary, Board of Education

UNION

LOCAL UNION NO. 243 AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS



Jim Cianciolo (Pres)



Greg Lowran (Sec-Tres)



Mike Parker (Business Rep.)

SCHEDULE A - WAGES

Salary Schedule for Employees hired prior to June 30, 2011

Classification	Job Description(s)	2017-2018	2018-2019	2019-2020
AAA*	-Bus Mechanic	\$20.22	\$20.57	\$20.92
AA**	-Skilled Maintenance -Maintenance Personnel -Head Groundsman	\$19.47	\$19.82	\$20.17
A	-Secondary Head Custodian -Groundsman -Utility	\$18.23	\$18.58	\$18.93
BB	-Elementary Head Custodian -Courier	\$17.39	\$17.74	\$18.09
B	-Secondary Assistant Head Custodian -Groundsman -Groundsman (Temporary)	\$17.01	\$17.36	\$17.71
C	-General Custodian	\$16.11	\$16.46	\$16.81

2017-18 Wages shall be as depicted above. A \$0.75 increase has been applied to all wage classifications

2018-19 Wages shall be as depicted above. A \$0.35 increase has been applied to all wage classifications

2019-20 Wages shall be as depicted above. A \$0.35 increase has been applied to all wage classifications

SCHEDULE A - WAGES

Salary Schedule for Employees hired on/after July 1, 2011

Classification	Job Description(s)	2017-2018	2018-2019	2019-2020
AAA*	-Bus Mechanic	\$18.47	\$18.82	\$19.17
AA**	-Skilled Maintenance -Maintenance Personnel -Head Groundsman	\$17.72	\$18.07	\$18.42
A	-Secondary Head Custodian -Groundsman -Utility	\$16.48	\$16.83	\$17.18
BB	-Elementary Head Custodian -Courier	\$15.64	\$15.99	\$16.34
B	-Secondary Assistant Head Custodian -Groundsman -Groundsman (Temporary)	\$15.26	\$15.61	\$15.96
C	-General Custodian	\$12.75	\$13.25	\$13.75

2017-18 Wages shall be as depicted above. A \$0.75 increase has been applied to all wage classifications, except the "C" classification. A \$1.00 increase has been applied to the "C" classification

2018-19 Wages shall be as depicted above. A \$0.35 increase has been applied to all wage classifications, except the "C" classification. A \$0.50 increase has been applied to the "C" classification

2019-20 Wages shall be as depicted above. A \$0.35 increase has been applied to all wage classifications, except the "C" classification. A \$0.50 increase has been applied to the "C" classification

New employees shall be paid fifty (\$.50) cents an hour less than the lowest paid employee in their 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.

*Must be a certified Master Mechanic

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

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.

15 years and over of service \$900.00

Premium for Night Work

Premium for night work shall only apply for employees regularly scheduled to work during 2nd or 3rd shift as identified below:

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

\$.35 per hour premium 3rd 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>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Independence Day	July 4	July 4	July 4
Labor Day	Sept. 4	Sept. 3	Sept. 2
Thanksgiving Day	Nov. 23	Nov. 22	Nov. 28
Day after Thanksgiving	Nov. 24	Nov. 23	Nov. 29
Christmas Eve	Dec. 25	Dec. 24	Dec. 24
Christmas Day	Dec. 26	Dec. 25	Dec. 25
New Years Eve	Dec. 29	Dec. 31	Dec. 31
New Years Day	Jan. 1	Jan. 1	Jan. 1
Presidents Day	Feb. 19	Feb. 18	Feb. 17
Good Friday	TBA	TBA	TBA
Memorial Day	May 28	May 27	May 25

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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