Master Agreement

Between

Board of Education of the Webberville Community Schools

And

Teamsters Local 243

June 14, 2017

Effective July 1, 2017 thru June 30, 2019

THIS AGREEMENT, made and entered into this 14th day of June, 2017, by and between the Webberville Community Schools Board of Education, party of the first part, and hereinafter termed the "Board", and TEAMSTERS Local Union No. 243 affiliated with the International Brotherhood of Teamsters located at 39420 Schoolcraft Rd. Plymouth Township, Michigan 48170, and 5800 Executive Drive Lansing, MI 48911 party of the second part, and hereinafter termed the "Union."

ARTICLE I
RECOGNITION

Section 1-1

The Board recognizes the Union as the sole and exclusive representative for collective bargaining, as defined in the Michigan Public Employment Relations Act, for all custodial and maintenance personnel employed by Webberville Community Schools, excluding Supervisors, substitutes and all others.

Section 1-2

An emergency manager appointed under Local Government and School District Fiscal Responsibility Act is permitted to reject, modify, or terminate this Agreement in accordance with such Act, 2011 PA 4.

Section 1-3

At the expiration of this contract all wages and benefits are frozen until a successor agreement has been ratified. No retroactive compensation or coverage will be provided.

Section 1-4

This contract may be re-opened and re-negotiated at any time, if Best Practice/Incentive funding is tied to a change needed here in. It is the district's desire to be able to collect all funding made available by the State of Michigan. The only provision that would be open would be the best practice.

ARTICLE II

RATES OF PAY. WAGES AND FRINGE BENEFITS

Section 2-1

Attached hereto and marked "Schedule A" is a schedule showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that Schedule A and the contents thereof shall constitute a part of this agreement.

Section 2-2

A. Pursuant to the authority set forth in the Michigan School Code Section 380. 1255, the Board of Education agrees to make premium payments for the following insurance coverage. Any proposed changes during the term of this agreement shall be a proper subject of negotiations between the Union and the Board and no changes shall be made until the parties have reached agreement regarding the proposed change(s).

Effective with the ratification of this agreement the Employer shall contribute to the Michigan Conference of Teamsters Welfare Fund, for each full-time employee covered by this Agreement who has been on the payroll for thirty (30) days or more, a contribution to provide the 1074 Plan which includes:

Plan 1074
New Key 2d
$10/$20/$35 Prescription Drug
Dental (BCBS) & Optical Package 2
$225 Short Term Disability
$20,000 Death/AD&D Benefit

The District (the Board) will pay the following contribution rate to the Michigan Conference of Teamsters Welfare Fund (MCTWF) for Benefit Package 1074, for each employee covered by this Agreement, who is on the regular seniority list.

The total contribution rates and effective dates for Benefit Package 1074 are:

*$151.70 per employee per week effective 7-1-2017 for Employee coverage.
*$286.35 per employee per week effective 7-1-2017 for Employee plus Children coverage.
*$340.10 per employee per week effective 7-1-2017 for Employee plus Spouse coverage.
*$420.80 per employee per week effective 7-1-2017 for Family coverage.

*$148.80 per employee per week effective 4/1/2018 for Employee coverage.
*$279.70 per employee per week effective 4-1-2018 for Employee plus Children coverage.
*$332.10 per employee per week effective 4/1/2018 for Employee plus Spouse coverage.
*$410.75 per employee per week effective 4/1/2018 for Family coverage.

*$152.35 per employee per week effective 3/31/2019 for Employee coverage.
*$286.65 per employee per week effective 3-31-2019for Employee plus Children coverage.
*$340.40 per employee per week effective 3/31/2019 for Employee plus Spouse coverage.
*$420.95 per employee per week effective 3/31/2019 for Family coverage.

The employee will pay for all expenses over the state mandated cap for their total health care premium. If the district costs increase exceeds $2322.24 for monthly health care with the custodial group, the contract will be re-opened to reduce the increased amount from other areas of the contract.

B. General conditions pertaining to fringe benefits:

1. The Employer agrees to contribute on behalf of an employee during the employee's absence from the job due to illness for the lesser of (1) a minimum of 30 days or (2) the duration of the absence due to illness. If the employee qualifies for Family and Medical Leave, then all federal regulations will be complied with. Refer to Section 5-7 for more information.

2. The Employer agrees to contribute on behalf of an employee during the employee's absence from the job due to an injury on the job for a lesser of (1) a minimum of six months or (2) the duration of the absence due to injury on the job.

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

4. The Employer agrees to contribute on behalf of a participant whose absence from the job is due to military duty for the first 30 days of the military duty related absence.

5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following resignation, retirement, discharge, layoff, or commencement of unpaid leave.

6. Part-time employees who are eligible for benefits shall have their benefits prorated with the employee responsible for any premium differential. The premium differential may be payroll deducted by the Board.

7. An Employee can apply to MCTWF to opt out of MCTWF participation. MCTWF has the sole authority to approve or deny such application which will be considered strictly in accordance with MCTWF opt out rules as detailed on the MCTWF opt out application form and the Memorandum of Understanding for opt out executed by the District, the Union and MCTWF. If approved, MCTWF will inform the Employee and the District of the effective date, which will be the first Sunday following MCTWF's approval. Contributions will continue to be due through the effective opt out date. If an employee is approved by MCTWF for opt out, the District will pay to the opted out Employee, in lieu of its contribution obligation, three hundred ($300.00) per month for so long as the Employee remains opted out.

8. The Employer and the Union shall sign a Participation Agreement with the Michigan Conference of Teamsters Welfare Fund.

Section 2-3

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

Section 2-4

Custodians are covered by workers' compensation. In the event of a workers' compensation claim, if the custodian after the seven (7) day waiting period is awarded workers' compensation and wishes to draw accumulated sick leave for the differential between workers' compensation and the normal salary, the custodian's pay will accordingly be reduced to the difference between workers' compensation benefits and their regular rate of pay, not to exceed the total value of their accumulated sick leave. Sick leave will be charged on a pro-rated basis computed on the relationship of their differential pay to their regular rate of pay.

Section 2-5 Agency Shop

A. Membership in the Union is not compulsory. Custodians have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

1. Accordingly, each custodian in the Teamsters Local 243 bargaining unit shall pay their own way and assume their share of the obligation along with the grant of equal benefits contained in this agreement.

2. The Union is required under this agreement to represent all of the custodians in Teamster Local 243 bargaining unit fairly and equally without regard to whether or not a custodian is a member of the Union. The terms of this agreement have been made for all custodians in the Teamster Local 243 bargaining unit and not only for members in the Union, and this agreement has been executed by the Board after certification by the Michigan Employment Relations Commission that the Union is the choice of a majority of the custodians in the Teamster Local 243 bargaining unit.

Pay periods shall be every two weeks during the year.

Section 2-7

The Supervisor may perform up to 40 hours of work normally assigned to bargaining unit custodians during a seven-day period.

Section 2-8 Extra Contract Agreements.

The Board agrees not to enter into any agreement, individually or collectively, with any custodian or custodians, which in anyway conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours, or working conditions of said custodians, or which in any way may be considered a proper subject for collective bargaining.

ARTICLE III

HOURS OF EMPLOYMENT

Section 3-1

Work assignments for regular full time custodians shall recognize the principle of the forty-hour week, and a four or five consecutive day week, with either a straight ten (10) hour or eight (8) hour daily shift. All work in excess of (10) hours per day or forty (40) hours per week, whichever is greater, but not both, shall be paid at the rate of one and one-half (1½) times the regular rate.

A. When custodians are informed school is closed during a regular scheduled school day and told by the supervisor they do not have to report to work, it shall be considered as time worked. If custodians do not work the supervisor may request them to work up to 10 hours a day M-F at straight time up to forty hours. Saturday and Sunday will be paid at time and a half and double time respectively.

B. All work performed on Saturday will be paid for at the rate of one and one-half for all custodians on a Monday through Friday schedule. Custodians taking unauthorized leave during the week shall be paid straight time for Saturday work.

C. All overtime work performed on Sundays shall be paid at the rate of two (2) times the regular rate.

D. Call-in pay. When called to report for work on unscheduled work days, custodians shall be paid two (2) hours pay, whether actually worked or not.

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

Section 3-2

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

If a custodian refuses an overtime assignment when offered, they shall be deemed to have forfeited their opportunity during that rotation, and shall not be offered overtime again until their turn in the next rotation.

Section 3-3

Overtime work requiring special skills shall be offered to those custodians with experience on these skilled jobs.

Section 3-4

In times of emergency or when no custodian is voluntarily available for overtime work, each

custodian may be assigned his/her share of overtime work. If so assigned, the custodian shall be required to perform his/her share of the work, provided that in no case shall a custodian be paid less than one (1) hour of overtime, nor shall a custodian be required to work more than a total of twelve (12) hours per day.

Section 3-5

Lunch periods shall be thirty (30) minutes in length.

Section 3-6

Two (2) fifteen-minute break periods are permitted for each full shift with one (1) break the first half of the shift and one (1) break the last half.

Section 3-7 Emergency Closing

All regular employees shall report to work on any day which they are scheduled, except in the case of the leave provisions of this agreement, or unless other specific notification is given by the Supervisor. If employees are not notified in time and report for work, such employee shall be guaranteed a minimum of two (2) hours show-up time. If put to work, such employee shall be guaranteed a minimum of four (4) hours pay at the employee's regular rate of pay.

Section 3-8 Vacations

Vacation for full-year employees will be determined by the anniversary date of hire to anniversary date. Allotted vacation time will be determined based on length of service as bargaining unit members. The new vacation hours will take effect for new employees hired after the ratification of this contract.

A.	Employees with one (1) year:	30 hours vacation
	Employees with three (3) years:	60 hours vacation
	Employees with ten (10) years:	90 hours vacation
	Employees with twelve (12) years:	96 hours vacation
	Employees with fourteen (14) years:	102 hours vacation
	Employees with sixteen (16) years:	108 hours vacation
	Employees with eighteen (18) years:	114 hours vacation
	Employees with twenty (20) years:	120 hours vacation

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

C. Vacation may be taken at any time during the year with supervisor approval except during block out times which will be provided at the beginning of the school year.

D. Custodians who resign, giving at least two (2) weeks' notice shall be paid for accumulated vacation on a pro-rated basis.

E. All vacation monies earned shall be paid on a pro-rated basis when an employee is discharged.

F. All unused vacation time will be paid at the straight time hourly rate at the employee's anniversary date. However, the employee may opt to use any remaining vacation time within three (3) months of the anniversary date. If the remaining time is not used during the three (3) month period, it will be lost. In addition, there will be no payout on unused time in the additional three-month period.

Section 3-9 Calendar

The custodian's work year begins July 1 and ends June 30 of the calendar year. A calendar of the custodial work days for the year, developed from the Board approved official school calendar, shall be provided for all custodians.

All work performed on holidays shall be paid for at the rate of two (2) times the regular rate. In order to qualify for holiday pay, it is provided that the custodian must work the regular work day preceding and the regular working day following the holiday, unless their absence is covered by the leave provisions of this agreement. The following holidays shall not be regular custodial work days on the calendar, but shall be paid at the custodian's regular rate of pay.

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

If a holiday falls on a Saturday or Sunday and an employee has worked their normal work week, an employee is not entitled to additional pay beyond a forty (40) hour work week. However, if one or more of the paid holidays falls on Saturday or Sunday, a decision will be made in conjunction with the Union as to whether or not employees will get Friday or Monday off as the paid holiday.

Section 3-10 Contracted Employees

The district has the right to privatize positions if doing so will create a financial savings to the district. These contracted employees will be asked to cover all weekend and holiday custodial services needed, with the exception of the ACT.

ARTICLE IV

OTHER CONDITIONS OF EMPLOYMENT

Section 4-1

The employees shall have the right to use school building facilities as follows:

A. At times when no custodians are on regular duty, authorization shall be obtained from the building principal.

B. Miscellaneous:

1. The use of school mail boxes for official Union business of the organization.

2. A bulletin board for employee use will be provided.

3. The only person who can authorize a notice to be posted on the Union bulletin boards shall be the President of the local Union, or its business representative, or the chief steward. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.

4. Requests for use of other school equipment shall be made of the building principal in advance of the utilization.

Section 4-2

The Board agrees that it will allow properly accredited representatives of the Union access to the building at any time during working hours for the purpose of policing the terms and conditions of this agreement. During school hours, the Union representatives shall first announce their presence at the principal's office and display identification if requested before proceeding to the work place.

The Union shall have the right to examine payroll records pertaining to the computation of compensation of any custodian whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the custodian involved shall give their consent in writing to the Union for the opening of their confidential file.

Section 4-3

In the event of an open position in the bargaining unit which the Board determines to fill, such vacancy shall be posted on the staff room bulletin board in each building at least seven (7) days prior to permanently filling the position. The Board will consider any interested applicant. Where qualifications are equal, seniority shall be the determining factor.

The Board has the right to create new positions and determine the qualification of those positions. Current bargaining members will be given first consideration based on seniority for new positions when they apply. However, the Supervisor has the right to determine who is best qualified. An employee may appeal to the superintendent if they feel their qualifications matched the job description, but were not offered the position based on their seniority rights. The parties agree to reopen negotiations for the purpose of establishing classification level for any new positions created by the Board.

Section 4-4

Local 243 shall have an updated copy of the written Board policy. Written Board policy shall remain in effect where no conflict with the Master Agreement exists. The Board also agrees to give five (5) working days' notice for weekend work assignments.

Section 4-5

Custodians shall report promptly to the Building Principal first, or Supervisor, second, the presence of unscheduled groups or unsupervised students in the building outside of regular school hours. A schedule of after-school activities shall be maintained on the school network in which custodians can access. All building use must be on the schedule if a group meets at 6 p.m. or later. Should unscheduled groups request admission, and it is not possible for the custodian to contact the Supervisor first, Building Principal second, or the Superintendent third, for approval, the custodian shall not admit the group. Custodians are not expected to act in a supervisory capacity over student(s) or outside groups. Any meetings scheduled in the school after 6:00 p.m. need to be on the schedule 24 hours prior to use.

Section 4-6

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

Section 4-7

In case of a vacancy in a custodial position which it is the intention of the Board to fill with a regular employee, or in the absence of a custodian, a substitute shall be employed to fill the open position on a temporary basis if available. If no substitute is available, regular custodians may be required to work overtime to complete the work assigned to the vacant position.

Section 4-8

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

ARTICLE V

LEAVES OF ABSENCE

Section 5-1 Sick Leave of Absence

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

A. Sick Leave. Sick leave shall be earned at the rate of one (1) day of sick leave per 2 months worked. To earn a day of sick leave, an employee must work or be covered by contractual leave time at least one hundred percent (100%) of the scheduled work days in the 2-month period. Sick days may accumulate up to 100 days. Retirement means:

1. Any combination of age and service that would make the retiring employee eligible for retirement under the Michigan Public School Employees Retirement System.

2. Upon the death of a retired employee receiving benefits under this provision, the balance of any amount owed will be paid to the employee's designated beneficiary or in the absence of same, the estate of the employee.

3. Upon termination of services from Webberville Community Schools, employees retiring from the Webberville Community Schools and hired by the Webberville Community Schools prior to July 1, 1987, will receive fifty percent (50%) of their unused sick days up to one hundred (100) days. (Example: If a custodian had accumulated sick days at the time of retirement equaling 150, the custodian would be paid for 50% of 100 days. In other

words, the custodian would be paid for 50 days.) The pay will be computed at a rate of One Hundred Twenty-Five Dollars ($125.00) per day at the time of retirement. For part-time employees, payment for unused sick days at the time of retirement shall be on a pro-rated basis. The Board shall have the option of making the payment in one lump sum or of spreading the payment out over five (5) years with a payment of at least twenty percent (20%) of the total amount each year.

B. Funerals outside the immediate family. One (1) day without pay may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.

C. Personal Illness. A written statement may be required from the attending physician in cases of an injury or illness that keeps a custodian from work for five (5) or more consecutive working days or in the event of abuse of pattern absenteeism.

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

E. One (1) day per fiscal year of family illness shall be granted; otherwise, the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance.

Section 5-2 Unpaid Health Leave of Absence

A. Any custodian with one (1) year seniority or more, whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from leave, a custodian may be assigned to the same or a similar position.

B. Whenever a leave of absence is granted as described, a custodian must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system.

The Board reserves the right, at its option, to require employees to be examined by a doctor of the Board's choice, pursuant to Section 5-1C.

Section 5-3 Personal Business Leave of Absence,

One (1) day per year, an employee shall be allowed to use one (1) sick leave day per year for personal business. The day will be charged against sick leave. The purpose of this leave is to relieve custodians of financial hardship in situations over which they have no control. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacation, and the first and last days of the school year except when personal business days are granted for funeral

attendance not covered by the immediate family. A newly hired employee is not eligible to use any personal business days until the probationary period is completed.

Section 5-4 Unpaid Parent Leave of Absence

Unpaid parental leave (including adoption) shall be granted and shall not exceed ninety (90) working days. The duration of the leave is to be agreed upon between the support personnel employee and the Board at the time of the request. Further extensions may be granted at the will of the Board. The support personnel employee, upon termination of leave, shall be assigned to the same or similar position. This shall be considered a "voluntary leave" under this agreement.

Custodians qualifying for maternity leave shall receive sick leave benefits for which they are qualified.

Section 5-5 Military Leave of Absence

A leave of absence shall be granted to a custodian who is drafted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.

Section 5-6 Unpaid Leave of Absence

The Board may grant an unpaid leave of absence upon the request of a support personnel employee for other reasons not otherwise herein provided. This shall be considered a "voluntary leave." General conditions pertaining to unpaid leaves shall be as follows:

1. Application for leave shall be made to the Superintendent at least thirty (30) days in advance of the anticipated beginning date of the leave, except in cases of emergency.

2. Seniority shall remain unbroken and shall continue to accrue during "voluntary" unpaid leaves of absence. However, no experience credit for the purpose of entitlement to any other benefit under this agreement shall accrue during unpaid leaves.

3. All requests for unpaid leaves shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.

4. An extension may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave (except in cases of emergency), a Teamster Local 243 bargaining unit member must notify the Board in writing of the request for an extension, giving the ending date of the extension. The Board will notify the Teamsters 243 bargaining unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted.

5. When an employee is returning from an unpaid leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Board shall also have the right to have the employee examined by a Board selected physician, psychiatrist, and/or psychologist at the Board's expense.

Section 5-7 Family and Medical Leave

A. Upon request, the Board shall grant a leave of absence to any member of the working group pursuant to the Family Medical Leave Act (F.M.L.A.) for the following reasons:

1. The serious health condition of the employee; or

2. The serious health condition of the employee's immediate family member as outlined in the law; or

3. The birth of a child; or

4. The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

B. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

C. The Board shall have the option of first requiring the use of accumulated paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid. However, the employee has the option of retaining up to five (5) sick days for use during the remainder of the leave year.

D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

E. Seniority shall continue to accrue during the leave.

F. The employee shall with administrative approval have the right to take the leave on a reduced or intermittent schedule as outlined in the law.

G. The employee shall provide the Board at least thirty (30) calendar days written notice of

the request for the leave when the need is foreseeable. It will include the reason for the request; the expected beginning date; and the expected ending date.

H. Nothing in this article shall reduce any rights or benefits an employee would otherwise be entitled to under the Family and Medical Leave Act.

Section 5-8 Bereavement Leave of Absence

A maximum up to three (3) days with pay may be granted at the time of death when needed in case of death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the custodian principally is responsible for financial and physical care.

Section 5-9

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

ARTICLE VI

CUSTODIAL RIGHTS

Section 6-1

Individual custodians shall have the rights described in the current State of Michigan General School Laws, and Act 379 of the Public Acts of 1965. Full rights as a private citizen shall be guaranteed.

Section 6-2

A custodian, group of custodians, or the Union may file a grievance alleging a violation of misinterpretation of any provision of this agreement. All parties to a grievance shall identify themselves.

Individual custodians may present a grievance and have it adjusted with or without the intervention of the Union, if the adjustment is consistent with the terms of this agreement. However, the Union shall be given an opportunity to be present at the adjustment.

A. Informal procedure. The following step shall be oral and within the time specified:

1. Any custodian or group of custodians believing there is a violation as stated above shall discuss same with the Supervisor, within ten (10) working days from the alleged violation.

2. If the decision of the immediate supervisor is not satisfactory, the custodian or group of custodians may file a written grievance within ten (10) working days of the Supervisor's decision under the formal grievance procedure.

Failure to institute a formal grievance procedure shall be deemed acceptance of the decision at that level.

B. Formal grievance procedure. Written grievances shall contain the following information:

1. A concise statement of the facts alleging the violation.

2. The specific section of this agreement, which is alleged to have been violated.

3. A relief requested.

4. The signature or signatures of all of the grieving parties.

C. Steps to be followed:

1. If the decision of the Supervisor is unsatisfactory to the grieving custodian or the Union, they shall file a written grievance to the Superintendent within ten (10) days after the decision of the Supervisor. Within ten (10) days of receipt of a grievance, the Superintendent shall schedule a meeting. Within ten (10) days of the meeting on the grievance, the superintendent shall render a decision in writing, transmitting a copy thereof to the Union. Within ten (10) days of receipt of the grievance, the Personnel Committee of the Board shall schedule a hearing. Within 10 days of the hearing on the grievance, the Personnel Committee shall render a decision in writing transmitting a copy thereof to the union and to the grieving custodian or custodians, and shall file a copy in a permanent file in the Superintendent's office.

2. If the decision of the Personnel Committee of the School Board is unsatisfactory to the custodian(s) involved, they may file through the Union a request for mediation with the Michigan Employment Relations Commission. Such requests shall be filed within ten (10) days of the Superintendent's decision in step C.1 above.

3. Within ten (10) days after the termination of mediation, either the Union or the Board may, by written notice to the other party, elect to submit a grievance to arbitration. The Secretary Treasurer and/or Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be admitted for arbitration by the Union. The Union and the Board shall join in asking the Michigan Employment Relations Commission to submit a panel of five (5) names. The parties shall then alternately cross off names with the party which brought the grievance to arbitration

having first choice until only one (1) name remains and they shall be the arbitrator for that specific grievance. The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event, they shall make a written decision and their award shall be binding upon the Board, the Union and the aggrieved.

D. Powers of the arbitrator. The arbitrator's powers are subject to the following limitations:

1. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

2. They shall have no power to establish salary scales or to change any salary.

3. They shall have no power to change any practice policy or rule of the Board, nor substitute his judgment for that of the Board or any action taken by the Board, except where a practice, policy, rule or action is in conflict with the express terms of this agreement.

4. They shall have no power to decide any questions which, under Article IV of this agreement, is within the responsibility of the management. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

5. They shall have no power to interpret state or federal law.

6. They shall not hear any grievance previously barred from the scope of the grievance procedure.

7. They shall have no power to decide any dispute related to the termination of services of or failure to re-employ any probationary employee.

E. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

F. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the case until the arbitrability matter has been determined in writing by the arbitrator. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

G. More than one (1) grievance may not be considered by the arbitrator at the same time except upon express written mutual consent, provided, however, the board may require consolidation of grievances of a similar nature where consolidation will avoid unnecessary duplication of effort and expense.

H. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost or representation including any expense of witnesses.

I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall an award or settlement be made retroactive beyond thirty (30) calendar days prior to the date the grievance was filed.

J. The time limits provided in this agreement shall be strictly observed but may be extended by written agreement of the parties.

K. Notwithstanding the expiration of this agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolution.

L. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should a custodian or group of custodians or the Union withdraw a grievance at any level, or should a custodian or a group of custodians leave the employ of the Board, all further proceedings on said grievance shall be barred.

M. The term "day" or "days" used herein shall mean regular working days.

ARTICLE VII

SENIORITY

Section 7-1

The first one hundred sixty-seven (167) actual working days of employment shall be regarded as a probationary period for all newly employed custodians. Days when an employee is absent or does not work the entire day shall not count toward completion of the one hundred sixty-seven (167) working day probationary period.

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

Section 7-2

A. Seniority shall be defined as length of service with the school district, as a member of the bargaining unit. Accumulation of seniority shall commence upon the first day of performing bargaining unit work. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated.

B. Probationary employees shall have seniority from their initial date of hire but shall not be entered on the seniority list until completion of their probationary period. Probationary employees shall be responsible for conforming to the Agency Shop provisions of this agreement upon their initial date of hire.

C. The Supervisor shall prepare a seniority list for all Union members which shall be updated twice annually. The seniority list shall be posted and transmitted to the Union within five (5) days of its compilation or revision. If no objections are received within fifteen (15) days thereafter as to the accuracy of the seniority list, the Supervisor's list shall be regarded as conclusive. The Board shall provide the seniority list to the Union member on the next pay day after revision of the seniority list.

D. In the event that there are ties in seniority, the affected employees shall draw lots to determine position on the seniority list. The Union shall be present at such drawing.

Section 7-3 Shift Preference Transfers

A. Employees will be permitted to exercise their seniority rights over an active employee of the same classification but lower seniority on the preferred shift. Shift preference can be exercised no more than once every six (6) months unless mutual agreement of the affected employees and Supervisor.

B. If personnel realignment made by the Supervisor incorrectly gives shift preference to lower seniority personnel of the same classification, correction of this error will not be considered the exercising of the shift preference of the paragraph A.

C. The Supervisor will honor shift preference transfer requests within one (1) month of the time of the request.

Section 7-4 Reduction in Personnel, Layoff and Recall

A. "Layoff" shall be defined as a determination by the Board to effectuate a reduction in the total number of employees, which reduction is implemented through discontinuing bargaining unit position(s) to the extent practicable. In the event of a layoff of a full-time employee, they shall have the right to displace the least senior employee in either classification for which they are qualified. The parties agree that the intent of this provision is to avoid general reductions in hours among all positions within the classification. However, the parties agree to confer (at the time layoff notices are issued) regarding alternative reducing hours as opposed to the elimination of full-time position(s). The Board reserves the right to select the classification(s), department, or school in which reduction shall take place.

B. Employees to be laid off will receive at least fifteen (15) working days' written notice of layoff.

C. Layoffs will occur according to the following procedure:

1. Probationary employees within the affected classification(s) of general custodian and head custodian shall be laid off first provided the remaining employees are qualified to perform the remaining work.

2. Non-probationary employees within the affected classification(s) shall then be laid off in inverse order of seniority, provided that the remaining employees are qualified to perform the remaining work.

D. Laid off Union members may continue, at their own expense, their insurance benefits by paying the applicable premium for such coverage for a period of eighteen (18) months, however, under Federal Law PL 99-272, Title X, this continuation coverage may be cut short for any of the following four reasons: [A two percent (2%) service charge may be added to the cost of the premium.]

1. Webberville Community Schools no longer provides group health coverage to any of its employees;

2. The premium for your continuation coverage is not paid by you;

3. After the COBRA election, coverage is obtained with another employer group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of such beneficiary. However, if other group health coverage is obtained prior to the COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.

4. After the COBRA election, a beneficiary becomes entitled to Medicare benefits. However, if Medicare is obtained prior to COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.

Such payments shall be made on a payment schedule established by the Board and shall only be allowed if permitted by the insurance carrier(s) and/or policyholder(s). Employees also have a right of conversion for term life insurance which must be exercised within thirty (30) days of separation, including layoff. The employee is responsible for making contact with the insurance company. Any layoff under this Article shall suspend, for the duration of the layoff, the Board's obligation to pay salary or any other benefits under this agreement.

E. The Board shall recall employees from layoff according to seniority with the classification of the vacant position(s), provided that the recalled employee is presently qualified (at the time of recall) to perform the available work.

F. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the

Board notified as to their current mailing address. A recalled employee shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the employee receives more than seven (7) work days' advance notice of recall the employee shall immediately give a written acceptance or rejection of the position to the Superintendent. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within a seven (7) day period. Any employee who declines recall to perform work for which they are classified shall forfeit their seniority rights under this agreement and shall be considered resigned.

G. Custodial personnel upon recall shall be reinstated with all rights and benefits they accrued prior to layoff.

H. Custodial employees on layoff shall retain their seniority for purposes of recall for a period of one (1) year or the length of the support personnel employee's seniority (whichever is greater) not to exceed a maximum of four (4) years.

I. Seniority shall continue to accrue while a Union member is on layoff.

Section 7-5

Any custodian employed in a classification covered by this agreement, which is or has been transferred to a non-bargaining unit position, shall not accumulate seniority while they worked in the non-bargaining unit position. If the employee is returned to a bargaining unit classification, they shall commence work in a job generally similar to the one they held at the time of their transfer and they shall maintain the seniority they had at the time of their transfer out of the bargaining unit.

ARTICLE VIII

DISCIPLINE OR DISCHARGE

Section 8-1

A. The Board agrees not to discharge or suspend any non-probationary custodian without just cause. In respect to discharge or suspension, the Board shall give at least one (1) warning notice to the custodian in writing mailed to his home address, with a copy to the steward and Union so that the custodian may have an opportunity to make suitable corrections prior to further discipline or discharge, except that no warning notice need be given to a custodian before they are discharged if the cause of such discharge or suspension is (a) dishonesty, (b) drunkenness, (c) recklessness resulting in a serious accident, (d) conviction of a felony, (e) falsification of his application for employment, (f) sabotage of school property, or (g) conduct involving moral turpitude.

B. Discipline or discharge may result if a custodian:

1. Is insubordinate - refuses to do the work assigned to him effectively.

2. Conducts himself/herself in a manner unbecoming a school employee such

as, drinking, cursing, being unkempt, stealing, etc.

3. Is disrespectful to their co-workers, supervisors or the public.

4. Lacks sufficient competence in their work assignments to do the work satisfactorily.

5. Is convicted of any felony or circuit court misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage or property of the school district.

6. Is absent from work without properly reporting his absence as specified in Board procedure or without receiving his leave under the provisions of Article III of this agreement.

7. Falsifies any document relating to their compensation, or that of another custodian, including but not limited to the application for employment, time sheets, leave of absence cards and vacation request forms.

8. Fails to give timely notice of intent to return from a layoff or extended leave of absence.

C. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months, from the date of said warning notice. It is expressly understood that a warning notice given to a probationary custodian shall be considered in full force and effect for six (6) months from the date of said warning notice regardless of the fact that the probationary custodian may achieve seniority status as described in Article VII, Section 1, hereof in the interim.

D. Discharge shall be in writing, a copy of which shall be given to the Steward and to the Union. Any custodian may request investigation of their suspension or discharge within ten (10) days of the date thereof. If an investigation results in the filing of a grievance, which results in the overturning of the suspension or discharge, the employee will be compensated at the regular rate of pay.

ARTICLE IX

STEWARDS

Section 9-1

The Board recognizes the right of the Union to designate stewards and alternates from among the custodians. One alternate shall be designated. The Union shall inform the Board in writing as to which custodians have been designated as stewards and alternates. In the absence of the steward from work, the alternate shall exercise their functions. When all custodians are working the day shift, the day shift steward or their alternate has sole authority.

Section 9-2

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

A. The investigation and the presentation of grievances to the Board or designated Board representative in accordance with the provisions of this agreement.

B. The transmission of such messages and information as shall originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing.

ARTICLE X

CONTINUITY OF OPERATIONS

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

ARTICLE XI

NEGOTIATION PROCEDURES

Neither party shall have any control over the selection of the negotiation representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.

ARTICE XII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be retrained 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 of circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XIII

LOSS OR DAMAGE

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

ARTICLE XIV

EQUIPMENT. ACCIDENTS. AND REPORTS

Custodians shall immediately report all accidents or injuries to their immediate supervisor. Such reports shall be made on a suitable form furnished by the Board.

Custodians will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property in violations of an applicable statute, court order, or governmental regulation relating to safety of persons or equipment. If they do so, such custodian will be subject to disciplinary action.

ARTICLE XV

JURY DUTY

An employee who serves on Jury Duty will be paid the difference between their pay for that duty and their regular pay provided proof of service and pay is submitted.

Jury service will not be charged to sick leave or vacation time.

ARTICLE XVI

ASBESTOS DUTIES

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

2. The District shall provide and pay for proper training.

3. The custodian shall be required to perform assigned asbestos duties for one full year after receiving training.

4. The asbestos position will be offered by seniority. The District shall have the right to require the least senior employee to perform the duties in the event that a more senior employee does not take the job.

5. The employee shall be paid $500.00 at the end of the fiscal year. This amount shall be prorated in the event the employee ends employment with the District.

ARTCLE XVII

MISCELLANEOUS

Section 17-1

A custodian will be required to work for graduation and ACT testing. All other weekend activities may be covered by school employees affiliated with the event or contracted by private custodial service providers at the district's discretion.

Custodians working at weekend events will be given assigned maintenance and/or cleaning duties during these events.

Section 17-2

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

Section 17-3

When the Board needs additional custodians, it shall give the local Union opportunity with

all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the local Union.

ARTICLE XVIII

MANAGEMENT RIGHTS

The Board retains the sole right to manage the school district including all rights to manage which are not inconsistent with this agreement; the right to decide the number of personnel to be employed within the school district, the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the school district and in the operations thereof; the right to reassign, transfer, and promote employees and to suspend, discipline and discharge employees for just cause; the right to determine the starting and quitting times; shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to change existing methods of facilities; to make Board rules and regulations not in conflict with this agreement. The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Board which are not restricted or abridged by this agreement are reserved to the Board, subject only to the condition that such rights shall not be exercised in any manner which is inconsistent with this agreement.

ARTICLE XIX

TERMINATION OF AGREEMENT

Section 19-1

This agreement shall be in full force and effect from June 14, 2017, to and including June 30, 2019.

Section 19-2

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, with party may service upon the other a notice, at least sixty (60) days prior to the termination of any subsequent contract year, advising that such party desires to continue this agreement but also desires to review or change terms or conditions of such agreement.

Section 19-3

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this agreement.

Board of Education of Webberville Community Schools	Local Union No. 243, Affiliated with the International Brotherhood of Teamsters.
_____(Superintendent)	_____(Pres.)
_____(Board President)	_____(Sec/Treas
	_____(B.A.)

SCHEDULE A

Section A-1

Effective January 17, 2017

General Custodian: $15.59

Shift Supervisors receive an additional 50 cents an hour

Part-time custodians: $10.49

Custodial Substitutes: $10.00

All new employees shall be hired through EduStaff or another reputable cleaning service company.

Section A-2 Normal Work Week

The normal working days for all shifts will be from Monday through Friday. Custodians may have the option to work the day shift at the day shift rate of pay on days when school is not in session.

Section A-3

When an employee is required to use personal transportation, mileage will be paid to the employee at the same amount as allowed by the Internal Revenue Service.

Section A-4

Any employee working a shift starting at 10:00 P.M. and after shall receive five percent (5%) premium pay.

Benefit Package 1074

New Key 2d, $10/$20/$35 Prescription, Dental (BCBS) & Optical Package 2, $225 Short Term Disability and $20,000 Death Benefit

BENEFIT OPTION	BENEFIT LEVEL	TIER 1 EMPLOYEE ONLY	TIER 2 EMPLOYEE PLUS ANY CHILDREN	TIER 3 EMPLOYEE PLUS SPOUSE	TIER 4 FAMILY
Effective Date 04/02/2017					
Base Medical Benefits	New Key 2d	$100.70	$201.50	$241.75	$302.20
Prescription Drug Benefits	New Rx2 $10/$20/$35	$23.60	$47.25	$56.70	$70.85
Dental & Optical Benefits	Dental & Optical Package 2 (D&O2 w/ BC Dental)	$10.15	$20.35	$24.40	$30.50
Weekly Accident & Sickness (A&S)	$225 Full A & S	$15.70	$15.70	$15.70	$15.70
Death/AD&D Benefits	$20,000 / up to $20,000	$1.55	$1.55	$1.55	$1.55
Package 1074	**Total Weekly Rate Eff. 04/02/17**	**$151.70**	**$286.35**	**$340.10**	**$420.80**
Effective Date 04/01/2018					
Base Medical Benefits	New Key 2d	$99.00	$197.95	$237.55	$296.95
Prescription Drug Benefits	New Rx2 $10/$20/$35	$21.90	$43.75	$52.50	$65.65
Dental & Optical Benefits	Dental & Optical Package 2 (D&O2 w/ BC Dental)	$10.15	$20.25	$24.30	$30.40
Weekly Accident & Sickness (A&S)	$225 Full A & S	$16.20	$16.20	$16.20	$16.20
Death/AD&D Benefits	$20,000 / up to $20,000	$1.55	$1.55	$1.55	$1.55
Package 1074	**Total Weekly Rate Eff. 04/01/18**	**$148.80**	**$279.70**	**$332.10**	**$410.75**

Effective Date 03/31/2019					
Base Medical Benefits	New Key 2d	$98.80	$197.60	$237.10	$296.40
Prescription Drug Benefits	New Rx2 $10/$20/$35	$26.40	$52.75	$63.35	$79.15
Dental & Optical Benefits	Dental & Optical Package 2 (D&O2 w/ BC Dental)	$9.10	$18.25	$21.90	$27.35
Weekly Accident & Sickness (A&S)	$225 Full A & S	$16.50	$16.50	$16.50	$16.50
Death/AD&D Benefits	$20,000 / up to $20,000	$1.55	$1.55	$1.55	$1.55
Package 1074	**Total Weekly Rate Eff. 03/31/19**	**$152.35**	**$286.65**	**$340.40**	**$420.95**
Effective Date 03/29/2020					
Base Medical Benefits	New Key 2d	$106.50	$213.00	$255.60	$319.50
Prescription Drug Benefits	New Rx2 $10/$20/$35	$27.70	$55.35	$66.45	$83.05
Dental & Optical Benefits	Dental & Optical Package 2 (D&O2 w/ BC Dental)	$8.85	$17.70	$21.20	$26.50
Weekly Accident & Sickness (A&S)	$225 Full A & S	$17.50	$17.50	$17.50	$17.50
Death/AD&D Benefits	$20,000 / up to $20,000	$1.55	$1.55	$1.55	$1.55
Package 1074	**Total Weekly Rate Eff. 03/29/20**	**$162.10**	**$305.10**	**$362.30**	**$448.10**

Teamsters Local Union 243
Webberville Community Schools
December 2017