

June 30, 1976

IUE, Local 547
13020 Punutan
Det., Mich 48227

AGREEMENT

THIS AGREEMENT made by and between Mattawan Consolidated School District No. 26, Van Buren and Kalamazoo Counties, Michigan, a School District organized under the Constitution and laws of the State of Michigan, (hereinafter called the "Employer") and The International Union of Operating Engineers, Local 547, 547A, 547B and 547C (hereinafter called the "Union"), WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Employees for the mutual benefit of the public, the Employer, the Union, and the Employees.

1.2 Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the Employees (as hereinafter defined) in regard to wages, hours, and other conditions of employment.

1.3 Employee Defined. The word "Employee" as used herein shall mean all maintenance, custodial-maintenance, and custodians, but shall exclude supervisors and all other employees.

1.4 Other Agreements. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE 2

DUTIES AND WORK PROCEDURES

2.1 General Duties. The general duties of each Employee shall include those activities within the Employee's work classification which may from time to time be assigned by the Employer.

2.2 Employment Schedule.

2.21 Work Week. The regularly scheduled work week shall consist of forty (40) hours.

2.22 Work Day. The normal work day shall consist of eight (8) duty hours, which may be interrupted by a lunch period. The lunch period shall be unpaid and in addition to the eight (8) duty hours unless the Employer shall require an Employee to remain

MATTAWAN Consolidated School District

on the premises and be reasonably available for the performance of necessary duties during his lunch period. In this event, the Employee shall receive a one-half (1/2) hour paid lunch period, with such interruptions as may be required for the performance of necessary duties. In addition each full time Employee shall be entitled to receive during each half of the work day one fifteen (15) minute rest period, provided that the rest period shall not interfere with the normal operations of the Employer. The rest period for Employees working less than a full day shall be proportionately reduced.

2.23 Work Scheduling. The beginning and end of the work week and work day shall be as scheduled from time to time by the Employer, provided, however, that an Employee shall receive reasonable notice of any change in the work schedule.

2.3 Transfers and Promotions. The Employer shall have the right to transfer or promote Employees. The following procedure shall be observed, namely:

2.31 Notice. Notice of the availability of a position shall be posted on Employee bulletin boards within five (5) days. An Employee shall have three (3) days in which to make application.

2.32 Qualifications. Promotions and transfers shall be on the basis of merit as determined by the Employer, provided, however, that if two (2) Employees shall have equal qualifications, the Employee with the greatest seniority shall be given preference. An Employee to be eligible must have performed satisfactorily in his present classification or position and must be qualified to perform the duties of the new classification or position.

2.33 Probation. Each transferred or promoted Employee shall be placed in a probationary status. The probationary period shall expire at the end of ninety (90) calendar days, provided that at least thirty (30) work days of probation shall have been served while school is in session.

2.34 Compensation. The Employee shall be entitled to receive during the probationary period the rate of pay designated for the new position provided that if the rate of pay for the new position is greater than the rate of pay for the former position, payment for the difference in pay for the first thirty (30) work days of the probationary period shall be suspended until the Employee shall have satisfactorily completed the entire probationary period. Upon such completion, he shall be entitled to receive the suspended portion of his compensation.

2.35 Other Transfers or Promotions. Nothing herein shall

limit the right of the Employer to temporarily transfer or promote an Employee for a period not to exceed thirty (30) work days, nor to transfer or promote an Employee who has not applied for such transfer or promotion, if in the opinion of the Employer there shall be no qualified applicants.

2.4 Jobs and Classifications. The Employer may establish, modify, or eliminate existing classifications or positions, and such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Union within sixty (60) days after the establishment of any new or changed job for the purpose of discussing the rate and classification.

2.5 Productivity and Contracting. The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such rights for the purpose of undermining the Union nor discriminating against any of its members.

2.6 Jurisdiction. In addition to rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help, provided, however, in such latter event no Employee of the Union shall be displaced thereby.

ARTICLE 3

COMPENSATION AND BENEFITS

3.1 Basic Compensation. The basic compensation of each Employee shall be as set forth on Schedule "A".

3.2 Overtime Compensation. An Employee shall be entitled to receive overtime compensation at the rate of one and one-half times his regular rate of pay for hours worked in excess of forty (40) hours during a work week. Overtime shall not be paid on overtime,

unless expressly required by applicable laws or regulations. Overtime work shall be as scheduled by the Employer and, except in the case of an emergency must be authorized by the Employer in advance.

3.3 Additional Compensation. The Employer may contract with an Employee for the performance of additional duties not included in the classification or position of such Employee on such terms as shall be mutually agreeable to the Employee and the Employer. The additional compensation shall terminate upon the completion of the assignment and shall not be used for the purpose of undermining the Union nor discriminating against any of its members.

3.4 Fringe Benefits. The Employer shall provide fringe benefits as set forth on Schedule "B".

3.5 Deductions. The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law together with such additional sums as may be mutually agreed upon by the Employer and the Employee.

3.6 Health. If an Employee is injured on the job and is required to leave the job by virtue of his injury as determined by the doctor of the Employer, he shall be paid for the balance of his regular shift for that day. Any physical examinations required by the Employer or by the State of Michigan as a condition of employment shall be paid by the Employer.

ARTICLE 4

LEAVES

4.1 Upon the completion of the initial probationary period, each full time employee shall be credited with twelve (12) days sick leave in advance for each 12 months of employment. The sick leave allowance of part time employees shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

1. Any physical or mental condition which disables an employee from performing his assigned duties, excluding any condition compensable by Workmen's Compensation or maternity to the extent permitted by law.
2. Any communicable disease which would be hazardous to the health of students or other employees.

3. Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day.
4. Funeral leaves, to the extent hereinafter provided.

B. Sick leave may accumulate up to sixty (60) days. The amount of unused leave for each employee shall be certified by the Board at least each twelve (12) months. No payment for unused sick leave shall be made. If an employee shall not complete the contract period, the Board shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date.

C. The Employer may require verification by a competent medical authority.

D. Except as the Employer shall otherwise agree, leaves shall be allocated in one (1) day increments, shall be charged against duty days only, and shall cease to accumulate during such period as the Employee is on a leave of absence, laid off, receiving Workmen's Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

4.2 Funeral Leave.

4.21 Immediate Family. If a spouse or their parent, child, or a brother or sister of the Employee shall die and the Employee shall attend the funeral of such person, he shall be entitled to three (3) days leave with pay, if reasonably required.

4.22 Relatives. If a grandparent, sister-in-law, brother-in-law, or a grandparent-in-law shall die, and the Employee shall attend the funeral, he shall be entitled to one (1) days leave to be deducted from sick leave, if reasonably required.

4.23 Multiple Deaths. In the event of multiple deaths, the aggregate leave shall not exceed five (5) consecutive days. This provision shall apply if a death shall have occurred prior to the expiration of a prior funeral leave or if more than one (1) death shall have occurred within a thirty (30) day period.

4.3 Jury Leave. An Employee who is required to appear for jury service shall be entitled to receive regular compensation, less any fees paid. The Employee shall return to his duties whenever his attendance in Court is not actually required.

4.4 Meritorious Leave. The Employer on its own motion, or upon the written request of an Employee, may grant a leave for reasons of general health, family emergencies, military service or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing a leave.

ARTICLE 5

UNION RIGHTS AND RESPONSIBILITIES

5.1 Visitation. Authorized representatives of the Union shall have the right to enter the Employer's premises, upon the showing of proper identification, during working hours for the purpose of ascertaining that the terms of this Agreement are being observed by the parties or for assisting in the adjustment of grievances provided that no such activity shall interfere in any manner with the conduct of the lawful activities of the Employer nor shall any observation by representatives of the Union be in areas which would be detrimental to the management and function of the school system or its students. Except by the express agreement of the Employer, the performance of the duties of an Employee shall not be interrupted during working hours for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives from having such limited contact with the Employees as shall be necessary to ascertain that the terms of the Agreement are being observed.

5.2 Union Cooperation. The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

ARTICLE 6

EMPLOYER RIGHTS AND RESPONSIBILITIES

6.1 Management Rights. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, or of the United States, and all rights and power to manage and conduct the activities

of the Employer and to utilize and direct its Employees, except as otherwise expressly provided in this Agreement.

6.2 Employer Cooperation. The Employer agrees to cooperate with the Union in the application of this Agreement and further agrees that it will not engage in any lockout or related activity. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

ARTICLE 7

EMPLOYEE RIGHTS AND RESPONSIBILITIES

7.1 Union Security.

7.11 Each Employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of his joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another Employee.

7.12 Membership in the Union is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on nor discriminate against any Employee by reason of his joining or refusing to join the Union.

7.13 Membership in the Union is separate and distinct from the assumption by an Employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard as to whether or not any Employee is a member of the Union. The terms of this Agreement have been equally made for all of the Employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each Employee in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

7.14 Each Employee as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Union from his salary, or if he shall not be a member of the Union, shall authorize the deduction of an agency service fee. The service fee shall be determined by the Union and shall

be equivalent to each member's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than dues paid by a Union member. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

7.15 Each Employee shall authorize in writing the deduction of Union dues, or the agency service fee, as the case may be, in accordance with the following schedule, namely:

A. Regular Employees employed by the Employer on the date of the signing of this Agreement, within thirty (30) days of such signing.

B. Probationary Employees or Employees employed after the signing of this Agreement, within ten (10) days after the completion of the probationary period.

An Employee who shall tender or authorize the deduction of membership dues (or the agency service fee) shall be deemed to meet the conditions of this Article so long as such Employee is not more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Board of any Employee who is delinquent.

7.16 Employee authorizations for the deduction of Union dues or for the payment of the agency service fee shall identify the Employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such Employee. The Employer shall deduct the authorized amount due from each Employee's pay and transmit the total deductions to the financial secretary of the Union within fifteen (15) days following such deduction together with a listing of each Employee for whom deductions were made. The Employer shall use his best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies as soon as possible.

7.17 The Employer shall not be required to discharge any Employee under the provisions hereof until the rights of such Employee shall have been determined, nor shall the Employer have

the obligation to institute any litigation for the purpose of determining such rights. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union by the execution of this Agreement expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Union that an Employee be discharged because of the provisions herein set forth.

7.2 Employee Conduct and Responsibilities.

7.21 Although the parties acknowledge the difficulty of completely and precisely defining the responsibilities of each Employee, it is recognized that the responsibilities include the following:

7.211 The performance of all duties with reasonable diligence and in a workmanlike manner.

7.212 The prompt notification of the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to discharge his responsibilities.

7.213 The prompt notification of the Employer of any defective condition in the physical facilities of the District which may cause injury or damage or which may be required in order to provide proper maintenance.

7.214 Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.

7.215 The avoidance of tardiness or absence and the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the Employer.

7.216 The avoidance of any activity which:

7.2161 May reasonably impair the ability of the Employee to adequately discharge his assignments and duties.

7.2162 Is contrary to the best interests of the Employer and its responsibilities to the public for the education, safety and well being of students and other persons

who may use the facilities of the District, and the proper preservation of public property, or

7.2163 Is contrary to honesty or good morals.

7.22 Disciplinary Action. Any Employee who shall fail to properly discharge his responsibilities shall be subject to such disciplinary action as the Employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. Discipline (except as the seriousness of an offense shall otherwise require) shall be progressively applied. Disciplinary action shall be instituted by the Employer within five (5) working days after the Employer shall have received substantial evidence of the misconduct of such Employee, or reasonably should have received such evidence.

7.3 Seniority. An Employee shall be in a probationary status until he shall have satisfactorily completed ninety (90) consecutive days of employment. Upon the satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire. Laid-off or discharged probationary Employees shall have no recourse to the terms of this Agreement.

7.4 Layoff and Recall. An Employee on scheduled layoff shall have the right to displace a less-senior Employee provided that he shall be qualified to perform the duties of such Employee. The Employer shall give written notice of recall by sending a certified letter or telegram to the Employee at the last address furnished to the Employer in writing. If the Employee fails to report to work within five (5) days of the mailing of the recall, unless an extension is granted by the Employer, the Employee shall be considered as a voluntary quit and shall thereby terminate his employment relationship with the Employer.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Objectives. It is the objective of the parties to resolve disputes at the earliest possible time through the normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer and has given such supervisor a reasonable time, but not exceeding five (5) work days, within which to resolve the subject matter of the Employees' complaint.

8.2 Application. A party or Employee having a grievance concerning the interpretation or application of this Agreement, which has not been satisfactorily resolved within a reasonable time through normal administrative procedures, may file a written grievance.

8.3 Level One. The grievance shall be filed within five (5) days of the event or the administrative decision, whichever is later. A written reply shall be filed within fifteen (15) days from receipt.

8.4 Level Two. If the reply is not satisfactory, the aggrieved party may within five (5) days of receipt request a conference. It shall be held within five (5) days and a representative of both parties shall be present. An Employee may in writing waive attendance at the conference and shall have the right to have an individual representative present. The party against whom the grievance is filed shall file a written reply with each party at the conference within five (5) days after the completion of the conference.

8.5 Level Three. If the written reply is not satisfactory, the aggrieved party may request mediation by the State Mediation Service, provided that such request is made within five (5) days from the receipt of the reply. The cost of such mediation shall be shared equally by the parties, except as the mediator shall otherwise recommend.

8.6 Arbitration. If the parties are unable to resolve the dispute through mediation, either party may request arbitration by the American Arbitration Association provided that such request is made within fifteen (15) days from the receipt of the reply. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association provided that:

(a) a party to the arbitration shall not be required to accept an arbitrator whose residence or place of business is less than ten (10) nor more than one hundred (100) miles from the school district,

(b) the procedure shall not apply if any proceedings are pending before any administrative tribunal, agency, or court,

(c) no evidence shall be introduced which has not previously been disclosed to the other party at "Level One", "Level Two" or "Level Three".

(d) The arbitrator shall not have the authority to vary the

terms of the agreement nor to determine that any provision is unconstitutional or contrary to any statute or regulation, it being expressly agreed that any such determination shall be made by a court of law,

(e) either party shall have the right within fifteen (15) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a determination of the grievance de novo, provided, however, that if application is not made within such time the decision of the arbitrator shall be binding.

8.7 General Procedure. All grievances shall be in the form set forth in Exhibit 1. All Employee grievances, except grievances against the Union shall separately state the position of the Union. An instrument shall be deemed received one (1) day following its deposit in the United States mail, postage prepaid, when addressed as follows:

- (a) Employer's Address: Office of the Superintendent
Mattawan Consolidated Schools
Mattawan, Michigan 49071
- (b) Union Address: I.U.O.E. Local 547 A-B-C
13020 Puritan Avenue
Detroit, Michigan 48227
- (c) Employee: as set forth in the records
of the Employer,

or such other address as a party or an Employee shall hereafter furnish in writing. A grievance hearing shall not be held during the regular work day, except by mutual consent.

ARTICLE 9

CONTRACT ADMINISTRATION

9.1 Scope, Waiver and Alteration of Agreement. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any Employee or group of Employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

9.2 Binding Effective Agreement. This Agreement shall be binding upon the parties hereto and their successors and

assigns, provided, however, that nothing herein shall bar the Employer from negotiating during the contract period with such representative as may hereafter be selected by the Employees to represent them during the next contract period.

9.3 Term of Agreement. This Agreement will be effective as of June 9th, 1975, and shall remain in full force and effect until June 30, 1976, (except as herein otherwise provided) and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least sixty (60) days prior to June 30, 1976, or any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. If no such notice is given, then all the provisions of this Agreement shall be automatically renewed for an additional year.

This Agreement may not be modified except by a written Agreement executed by both parties. The Agreement shall be effective as of June 9th, 1975 and shall continue in full force and effect until June 30, 1976, except as a longer term is expressly provided in sections 5.2 and 6.2.

Employer:

Union:

MATTAWAN CONSOLIDATED
SCHOOL DISTRICT NO. 26,
VAN BUREN AND KALAMAZOO
COUNTIES

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 547

By

Stephen M. Enfield

By

Robert B. Ross

Its President

Its Business Manager

By

Martha K. Lem

By

Richard Gammel

Its Secretary

Its

70 Jordan

MATTAWAN PUBLIC SCHOOLS

SCHEDULE "A"

BASIC COMPENSATION

<u>Employment Positions</u>	<u>Hourly Compensation</u>	
	<u>Probationary</u> (New Hire)	<u>Regular</u>
A. General Maintenance	\$4.55	\$4.85
B. Lead Man	\$3.70	\$4.00
C. Custodian	\$3.45	\$3.75
D. Grounds and Maintenance Helper	\$3.25	\$3.55

MATTAWAN PUBLIC SCHOOLS

SCHEDULE "B"

FRINGE BENEFITS

Section 1. Vacation.

Each employee shall be entitled to have a vacation with pay at a time mutually agreeable to the Employee and the Employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
One (1) year through eight (8) years of service	ten (10) work days
Nine (9) years of service or more	fifteen (15) work days

Section 2. Holidays.

The following holidays shall be observed, namely:

New Years Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4th	December 24 (One-half [1/2] Day only)
Labor Day	Christmas Day

A holiday shall not be observed if it is a school day. If an employee is required to work on a holiday, he shall receive his holiday pay in addition to his regular pay.

Section 3. Insurance.

The Employer shall provide for each full-time Employee who has completed the initial probationary period health and medical insurance with a carrier selected by the employer as follows:

- A. \$47.50 per month toward SET (or its equivalent) full family health insurance
- B. \$20.00 per month toward options if the health insurance is not desired.

The contribution of the Employer shall be proportionately reduced for a part time Employee, provided that no contribution shall be made for an employee whose hours of employment are less than those required by the Insurance Carrier for membership in the group. The insurance contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

MATTAWAN PUBLIC SCHOOLS

SCHEDULE "C"

JOB CLASSIFICATIONS

Section 1. Classification Duties.

- A. Category "A" Employee - General Maintenance. A category "A" Employee shall:
1. Repair and maintain the plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment and general structure of the physical improvements of the Employer.
 2. Paint, refinish, construct and remodel physical improvements of the Employer.
 3. Maintain school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment.
- B. Category "B" Employee - Lead Man. A category "B" Employee shall:
1. Perform all the duties of a category "C" employee.
 2. Have the overall responsibility for all of the physical facilities of the Employer and the guidance and instruction of all Employees on the shift of such Employee. The Employee shall have general responsibility for supervision but shall be limited to the recommendations of appropriate procedures and discipline.
- C. Category "C" Employee. - Custodian. A category "C" Employee shall:
1. Perform daily and periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing, and equipment. This includes sweeping and mopping of floors, floor washings as needed, emptying and cleaning waste receptacles, dusting, cleaning and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers and chalk racks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing of the expendable supplies of the Employer, replacing light tubes and bulbs,

and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. Also, transporting, loading, unloading and providing general assistance in the hot lunch program.

2. Perform routine repair and maintenance jobs regarding the structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in buildings and on grounds.
3. Prepare facilities for use at school and community events on the premises, then return the areas to proper condition for regular use.
4. Perform Grounds and Maintenance Helper duties as required.

D. Category "D" Employee. - Grounds and Maintenance Helper.

A category "D" Employee shall under the supervision of such person or persons designated by the Employer:

1. Carry out routine assigned tasks of painting, refinishing, constructing, and remodeling.
2. Maintain school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as he is directed.

E. General Duties. It shall be the responsibility of each employee to:

1. Maintain building security and assist other employees in guarding against theft, vandalism, fire, explosion and storm damage. An employee shall report any matter of potential danger, misconduct or equipment malfunction, and shall render assistance until help arrives in order to protect lives and property.
2. Provide a good example for young people using sound judgment and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct.
3. Perform his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the team work required in promoting good education.

- F. Interpretation. Both parties recognize that the employee categories as herein defined may not accurately or completely define all of the duties of a position for the reason that they have not previously been defined in writing. Accordingly, each party agrees that they shall be interpreted in light of the past practices of the employer and in a manner which will promote efficiency and quality standards.
- G. Part-time Employment. It is recognized that need for employees is not uniform during the entire school year. Accordingly, the Employer may establish part-time positions provided that an employee holding any such position shall have preference over seasonal employees if the part-time employee is available and qualified in the judgment of the Employer to perform such additional work.

EXHIBIT "1"

GRIEVANCE REPORT

MATTAWAN CONSOLIDATED SCHOOL DISTRICT

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP I
WRITTEN GRIEVANCE

A. Date cause of grievance occurred _____

B. Statement of Grievance and Relief sought _____

C. Reply _____

Signature Date

STEP II

CONFERENCE

A. Date Request Filed: _____

B. Date Received: _____

C. Restatement of Grievance and Relief sought _____

D. I Do Do Not wish to personally attend the conference.

E. I wish to have a representative present Yes No

F. Name of Representative _____

G. Restatement of Union Position _____

H. Date(s) Conference Held _____

STEP III

MEDIATION

A. Date Request Filed _____ B. Date Received _____

C. Restatement of Grievance and Relief sought _____

D. Date(s) Mediation Held _____

E. Persons Present _____

F. Date of Decision _____

G. Disposition _____

ARBITRATION

A. Date Request Filed _____ B. Date Received _____

C. Restatement of Grievance and Relief sought _____

D. Date(s) Arbitration Held _____

E. Persons Present _____

F. Date of Decision _____

G. Disposition _____
