

*State*  
*July 31, 1975*

# Collective Bargaining Agreement

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

OCT 10 1974



BY AND BETWEEN

International Union of Operating Engineers  
Local 547 A, B & C — AFL-CIO

AND

*Comstock Public Schools*  
*1974-1975*

*Comstock Public Schools*

A G R E E M E N T

BETWEEN

COMSTOCK PUBLIC SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 547 A-B-C

## AGREEMENT

THIS AGREEMENT made by and between Comstock Public Schools, Kalamazoo County, 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 (hereinafter called the "Union"), WITNESSETH:

### ARTICLE 1

#### PURPOSE AND RECOGNITION

1.1 Purpose. The general purpose of this Agreement is to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment for the mutual benefit of the Employer, the Employees, and the general public.

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

1.3 Employee Defined. The term "Employee" as used herein shall include all custodians, head custodians and maintenance employees represented by the Union in the bargaining unit.

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

#### UNION SECURITY

##### 2.1 Agency Shop.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.2 Check-Off Procedure. 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 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.

2.3 Application and Indemnification. 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.

2.4 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 the 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.

2.5 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 3

#### EMPLOYER RIGHTS AND RESPONSIBILITIES

3.1 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 powers to manage and conduct the activities of the Employer and to utilize and direct its Employees, except as otherwise expressly provided in this Agreement.

3.2 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 4

#### EMPLOYEE CONDUCT AND RESPONSIBILITIES

4.1 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:

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

4.12 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 from discharging his responsibilities.

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

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

4.15 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.

4.16 The avoidance of any activity which:

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

4.162 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 the public property, or

4.163 Is contrary to honesty or good morals.

#### ARTICLE 5

#### DISCIPLINARY ACTION

5.1 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.

## ARTICLE 6

### SENIORITY AND LAYOFF

6.1 Seniority. An Employee shall be in a probationary status until he shall have satisfactorily completed sixty (60) consecutive days on the job, provided that employees having contact with students or teachers in the performance of their duties shall serve at least thirty (30) days of probation on the job while school is in session. Upon the satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire or transfer. Laid-off or discharged probationary Employees shall have no recourse to the terms of this Agreement.

6.2 Layoff and Recall. An Employee on scheduled layoff shall have the right to displace a less-senior Employee provided that he shall be equally 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 7

### TRANSFERS AND PROMOTIONS

The Employer shall have the right to transfer or promote Employees in accordance with the following procedure:

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

7.2 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.



7.3 Probation. Each transferred or promoted Employee shall be placed in a probationary status. The probationary period shall expire at the end of ninety (90) days, provided that employees having contact with students or teachers in the performance of their duties shall serve at least forty-five (45) days of probation while school is in session.

7.4 Compensation. The Employee shall be entitled to receive during the probationary period the rate of pay designated for the new position.

7.5 Other Transfers or Promotions. The Employer shall have the right to temporarily transfer or promote an Employee to fill a temporary vacancy. A temporary vacancy shall exist when an Employee shall have the right to resume the performance of the duties of such position upon his return to work or upon his completion of another assignment. An Employee temporarily transferred or promoted shall have the right to receive the compensation of the temporary position, or of his former position, whichever is greater, for all work performed in the temporary position if employed therein for more than thirty (30) consecutive days. Nothing herein shall limit the right of the Employer to transfer an Employee temporarily or permanently who has not applied for such transfer if there shall be no qualified applicants to fill the position. In such event, the Employer may transfer either the least senior Employee or any Employee who is receiving "salary adjustment compensation" under the provisions of Section 2, of Schedule A.

## ARTICLE 8

### JOBS AND CLASSIFICATIONS

8.1 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.

## ARTICLE 9

### CONTRACTUAL WORK

9.1 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. Nothing in this contract shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract such 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.

## ARTICLE 10

### DUTIES AND WORK PROCEDURES

10.1 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, emergencies, or seasonal help, provided, however, in such latter event no Employee of the Union shall be displaced thereby.

## ARTICLE 11

### DUTIES AND WORK PROCEDURES

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

11.2 Work Day and Scheduling. The normal work day for day shift Employees shall consist of eight and one-half (8-1/2) consecutive hours, including a one-half (1/2) hour unpaid lunch period. The normal work day for afternoon and night shift Employees shall consist of eight (8) consecutive hours, including a one-half (1/2) hour paid lunch period during which time such Employee shall remain on the premises and be reasonably available for the performance of necessary duties. The beginning and end of the normal work week and normal work day shall be as scheduled by the Employer, provided, however, that an employee shall receive not less than seven (7) days written notice prior to the date of any proposed schedule change, except as an emergency shall require a shorter notice. The normal schedule work week and work day shall not be changed without reasonable cause and prior consultation with the Union. Nothing contained herein, shall prohibit or limit the Union's right to grieve.

11.3 Each 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.

## ARTICLE 12

### COMPENSATION

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

12.2 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, or for which compensation is due, in excess of forty (40) hours during a work week.

12.3 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.

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

12.5 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.

12.6 Terminal Pay. Terminal pay shall be paid as set forth on Schedule "B", provided that this provision shall be subject to a determination as to the legal right of the Employer to pay such terminal pay and provided further that such provision shall give no vested right to any Employee to such terminal pay, it being expressly recognized and agreed that the terminal pay may be changed from year to year or eliminated and that an Employee's right to terminal pay shall be governed by the terminal pay provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement.

## ARTICLE 13

### LEAVES

13.1 Sick Leave. Upon the completion of the initial probationary period, an Employee shall be credited for each twelve (12) months of employment with ten (10) days sick leave for non-compensable personal injury, illness or quarantine. Leaves shall accumulate from year to year to sixty (60) work days. Any Employee who had accumulated more than sixty (60) unused sick days on July 1, 1970, shall have such excess days available which have not been used in the interim. Any days accumulated prior to July 1, 1970, shall be used prior to days accumulated since such date.

### 13.2 Funeral Leave.

13.21 Immediate Family. If a spouse or the parent or child (including an unemancipated minor living with the Employee for whom the Employee has legal responsibility) of the Employee or of the Employee's spouse, 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.

13.22 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 a one (1) day leave to be deducted from sick leave, if reasonably required.

13.23 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.

13.3 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.

13.4 Personal Leave. An Employee shall be credited with two (2) days leave with pay for legitimate business, professional, or family obligations which cannot reasonably be scheduled outside of the regular work day. Personal leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purposes. The Employer may require a specific disclosure of the intended use of a leave day and shall not be required to grant leave on any one day to more than one (1) Employee nor on any one (1) day immediately preceding or following a non-work day for such Employee. Except in the case of an emergency, a request for a personal leave shall be made not less than three (3) working days prior to the leave date requested. Personal leave days shall be deducted from sick leave days and shall not accumulate.

13.5 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.

13.6 Leave Adjustment. No payment for unused leave shall be made. If an Employee shall not complete the contract period, the Employer shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date, provided that this provision shall not apply in the contract year in which an Employee shall retire. 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 Workman's Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

#### ARTICLE 14

##### GRIEVANCE PROCEDURE

14.1 Application. A party or Employee having a grievance concerning the interpretation or application of this Agreement, which has not been satisfactorily resolved within four (4) working days through normal procedures, may file a written grievance.

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

14.3 Step Two. If the reply is not satisfactory, the aggrieved party may within five (5) work days of receipt request a conference. It shall be held within five (5) work 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) work days after the completion of the conference.

14.4 Step 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. If the parties are unable to reach an amicable settlement of the grievance by mediation after a reasonable time, each party agrees that the mediator shall have the right to submit his recommendations, which recommendations shall constitute the final disposition of the grievance unless a Court of competent jurisdiction shall otherwise decide. Any cost of such mediation shall be shared equally by the parties, except as the mediator shall otherwise recommend.

14.5 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:

Employer:  
Office of the Superintendent  
61 N. 26th Street  
Comstock, Michigan

Union:  
I.U.O.E. Local 547 A-B-C  
13020 Puritan Avenue  
Detroit, Michigan 48227

or such other address as shall hereafter be furnished in writing.

## ARTICLE 15

### MISCELLANEOUS

15.1 Uniforms. Each full-time Employee upon the completion of the probationary period shall receive three (3) uniforms for the first twelve (12) months of his employment and two (2) uniforms for each twelve (12) months thereafter. Uniforms shall be worn during working hours and shall be maintained by the Employee in a neat and serviceable condition.

15.2 Supervision. Except as an Employee shall be required to perform duties at more than one (1) work location, he shall be directly responsible to one (1) supervisor. The supervisor shall be specified from time to time by the Employer and the Employee shall be entitled to receive reasonable notice thereof.

15.3 Health and Safety. Each of the parties agree to take all reasonable precautions necessary to safeguard the health and safety of the Employees, the Employer, students and members of the community. 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.

15.4 Employee Defined. An Employee shall be deemed to be one who performs the duties set forth on Schedule "C."

## ARTICLE 16

### 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.

ARTICLE 17

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.

ARTICLE 18

TERMINATION, CHANGE OR AMENDMENT

18.1 The Agreement of the Employer to execute one (1) contract covering the Employees in two (2) bargaining units, the head custodians and the custodians, is without prejudice to the right of the Employer to require separate bargaining and a separate contract for the next contract period, the Employer having agreed to the temporary merger for the purpose of determining the feasibility thereof.

18.2 This Agreement shall be effective as of August 1, 1974, and shall remain in full force and effect until July 31, 1975, (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 July 31, 1975, 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.

COMSTOCK PUBLIC SCHOOLS,  
KALAMAZOO COUNTY,  
MICHIGAN

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 547 A-B-C

By Calvin A. Zandt  
President

By Robert B. Ross  
Business Manager

By Dorothy Dantone  
Secretary

By Richard Gammel  
President

By J. J. Jordan  
Recording-Corresponding  
Secretary



COMSTOCK PUBLIC SCHOOLS

SCHEDULE "A"

BASIC COMPENSATION

Section 1. Compensation Schedule.

Category "A" Employee	\$ 5.00 per hour
Category "B" Employee	4.40 per hour
Category "C" Employee	4.18 per hour
Category "D" Employee	
1	3.75 per hour
2	3.59 per hour
3	3.43 per hour
4	3.25 per hour

Section 2. Basic Salary Adjustment. In order to alleviate any hardship which may result during the transition to the new pay classification system, the following Employees shall receive regular hourly compensation in their classification as follows:

<u>Name of Employee</u>	<u>Hourly Compensation</u>
Bunting	\$ 5.15
Crosby	4.65
Lewis	4.95
Nowakowski	4.95
Michaels	4.80
Griffith	3.92
Hill	3.92
Terpsma	3.92
Blades	3.92
Blett	3.92

Section 3. Probationary Employees. All new Employees in the bargaining unit shall be compensated strictly in accordance with the compensation schedule set forth in Section 2, provided that during their probationary period the compensation shall be 10¢ per hour less than the scheduled rate.

Section 4. Pay Periods. The pay periods shall be as established by the Employer.

Section 5. Night Work. An additional 15¢ per hour will be paid to those who work the second and third shifts.

COMSTOCK PUBLIC SCHOOLS

SCHEDULE "B"

FRINGE BENEFITS

Section 1. Vacation. Each Employee shall be entitled to receive vacation in accordance with the following schedule, namely:

One-half (1/2) day per month up to five (5) days with pay plus accumulation of first year total, as well as all service to be completed by June 30th.

Third to 13th year	Two weeks vacation with pay
13 - 18th year	Three weeks vacation with pay
18 or more	Four weeks vacation with pay

Employees terminating employment shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

Section 2. Holidays. The following holidays shall be observed, namely:

One half day prior to New Years Day	Labor Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	One-half day prior to Christmas Day
July 4th	Christmas Day

If a holiday shall be observed on a work day, the Employee shall receive such day with pay. If an Employee is required to work on a holiday, he shall receive his regular pay, or overtime pay, as the case may be, in addition to his holiday pay.

Section 3. Terminal Pay. An Employee who has completed fifteen (15) consecutive years of service upon retirement at the age of sixty-five (65) will receive \$500.00. Those employees sixty-two (62) years of age and over with fifteen (15) consecutive years of service who qualify for social security retirement benefits will receive the same pro-rata portion of this benefit as they receive from social security.

Section 4. Insurance. The Employer shall provide for each full-time permanent Employee:

A. \$4,000 term life insurance

B. Health coverage with a \$25.00 deductible per claim - then \$1,000 full coverage. (\$60.00 room and board limit) - then co-insurance (80-20%) to a total coverage of \$20,000.

C. Long term disability coverage as follows:

1. For Employees employed prior to 8/1/73, 60% of their last salary after a thirty (30) calendar day waiting period, or the expiration of accumulated sick leave, whichever is greater. All other Employees shall receive sixty (60%) percent of their last salary after a ninety (90) calendar day waiting period.

2. Length of benefit is two (2) years for illness or age sixty-five (65) for accident disability. Both are maximums. This is social security coordinated.

3. Maximum monthly benefit is \$800.00.

If the Employee desires Health and Accident coverage on his total family, he will contribute the following monthly: \$5.00.

All above plans are as described and contained in the Master Insurance Contract which is available for inspection upon request.

COMSTOCK PUBLIC SCHOOLS

SCHEDULE "C"

JOB CLASSIFICATIONS

Section 1. Classification Duties.

- A. Category "A" Employee. A category "A" Employee shall:
1. Be able to perform all of the duties of a Category "B" Employee.
  2. Have the overall responsibility for all of the high school physical facilities.
- B. Category "B" Employee. A category "B" Employee shall:
1. Be able to perform all of the duties of a Category "C" Employee.
  2. Have the overall responsibility for all of the central middle school physical facilities.
- C. Category "C" Employee. A category "C" Employee shall:
1. Be able to perform all maintenance duties required by the school which have normally not been performed by others.
  2. Be responsible for the new middle school or an elementary school and be able to perform all of the duties of a Category "D" Employee.
- D. Category "D" Employee. A category "D" Employee shall:
1. Be responsible for the performance of duties involving the care and maintenance of buildings and grounds.
  2. He performs 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 and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers, and chalkcracks, heating units,

ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendible supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.

3. He performs repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in building and on grounds.
4. He carries out assigned tasks of painting, refinishing, constructing, and remodeling.
5. He maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as he is directed.
6. He maintains building security and assists other Employees in guarding against theft, vandalism, fire, explosion, storm damage. He reports any matter of potential danger, misconduct and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.
7. He sets good examples for young people using sound judgment and displaying proper attitudes, in performing his work, dealing with others, and in personal appearance and conduct.
8. He performs 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.
9. He carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper condition for regular use.

Section 2. Employee Classifications. Except as an Employee shall be transferred, promoted or demoted, during the term of the contract, the classification for each present Employee shall be as follows:

<u>Name of Employee</u>	<u>Classification</u>
Bunting	A
Sharp	B
Taylor	C
Crosby	C
Lewis	C
Nowakowski	C
Deckard	C
Hageman	C
Michaels	C
Meyers	C
	(C for performance of duties but D-1 for purpose of seniority)
Hill	D-1
Terpsma	D-1
Griffith	D-1
Blades	D-1
Blett	D-1
Boven	D-1
Sampson	D-2
Jackson	D-2
Fry	D-2
Dingman	D-3
Kanack	D-3
Fish	D-3
Lamorandier	D-3
Gatwood	D-3
Loichinger	D-3
Whipple	D-3
Millar	D-3

Persons in the D Classification shall advance as follows:

<u>Classification</u>	<u>Length of Service on First Day of Contract Year</u>
D-1	Continuously employed three (3) years or more
D-2	Continuously employed two (2) years but less than three (3) years

- D-3                      Continuously employed one (1) year  
but less than two (2) years
- D-4                      Completed probationary period and  
continuously employed less than  
one (1) year