

Sept. 30, 1975

AGREEMENT

Between

THE DELTON KELLOGG SCHOOL DISTRICT

Counties of Barry and Allegan, hereinafter called the "School"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

UNION RECOGNITION

A. The Delton Kellogg School hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions.

B. The term "employee" as used herein shall include permanent Maintenance Mechanic, Utility Mechanic, Custodian Employees, and Matron.

ARTICLE II

UNION SECURITY

Employees in the bargaining unit who have elected to become members of the Union on or before the effective date of this Agreement, shall as a condition of continued employment remain members of the Union in good standing.

Within ten (10) days from the completion of their probation period, new employees of the School or employees who have later become part of the bargaining unit, shall as a condition of continued employment become and remain members in good standing in the Union or contribute to the Union a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the employer who are members.

An Employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

Those employees in the bargaining unit who are not members of the Union on the effective date of this Agreement and who do not later become members shall not be subject to the terms and conditions contained in this clause.

If the Union refuses to accept any person eligible for permanent employment, said person may continue in employment provided his work is satisfactory to the School.

I.U.O.E.  
13020 Puritan  
Detroit 48227

Delton Kellogg School District

### ARTICLE III

#### CHECK-OFF

The School shall deduct from the wages of employees covered by this Agreement and remit to the Union on or before the 15th day of each month, dues uniformly required as a condition of membership in the Union only in such cases as the employee files with the School proper written authorization to do so. The Union steward will collect dues from an employee who does not have a paycheck.

### ARTICLE IV

#### NEW JOBS

The School shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the School shall not be directed toward reducing the pay rate of the job in which no substantial change in the job itself occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new building or a job is made operational, the School shall establish the job description.

The School will notify the Union of such new or changed job classification and will within thirty (30) days after such new or changed job classification is established, meet with the Union to discuss the rate and classification.

### ARTICLE V

#### JURISDICTION

A. Employees of the School not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instruction, training experimentation or in cases of emergency; providing that the Engineer and Head Custodian shall continue to perform such duties as have normally been performed in the past.

B. Student help may be used providing no employee of the unit is displaced thereby.

C. Adult employees devoting twenty (20) hours or more work per week will come under the terms and conditions of this contract.

### ARTICLE VI

#### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the School. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of the members, nor shall it result in the reduction of the present work force, nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

## ARTICLE VII

### DISCIPLINE DISCHARGE

When the School feels disciplinary action is warranted, such action must be taken within five (5) working days of the date - it is reasonable to assume that the School becomes aware of the conditions giving rise to the discipline.

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for; dismissal, suspension and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Disorderly or immoral conduct.
5. Failure to make proper provisions for liquidation of just debts.
6. Incompetency or inefficiency.
7. Insubordination.
8. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever.
9. Neglect of duty.
10. Negligence of willful damage to public property, waste, or misappropriation of public supplies or equipment.
11. Violation of any lawful regulation or order made (by a supervisor).
12. Wilful violation of any provisions of this contract.
13. Deliberate falsification of records and report.

All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) days without the prior approval of the Board of Education.

## ARTICLE VIII

### NON-DISCRIMINATION

The School and the Union both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices as well as the moral principals involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement

the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age.

ARTICLE IX

GRIEVANCE

Step I.

- A. An employee having a grievance shall present it orally to his Supervisor.
- B. If the grievance is not settled, the employee, within twenty-four (24) hours may request a meeting with his supervisor and steward.
- C. If a satisfactory agreement is not reached within twenty-four (24) hours, the grievance will proceed to Step II.

Step II.

- A. The grievance will be reduced to writing indicating the alleged contract violation and remedy desired. This written grievance will be signed by the aggrieved.
- B. The grievance shall be submitted to the building principal within five (5) working days from date of Step I. - A.
- C. The aggrieved shall have the right of Union representation on any or all steps of the grievance procedure.

Step III.

- A. The aggrieved shall meet with the building principal to discuss the grievance within five (5) days of its written submission to the building principal.
- B. The building principal shall give his decision, in writing, relative to the grievance within ten (10) working days of his meeting with the grieved.
- C. If the decision of the building principal is not appealed within five (5) working days his decision shall be considered settlement of the grievance.

Step IV.

- A. Any appeal of a decision rendered by the building principal shall be presented, in writing, to the Superintendent of Schools. The Superintendent and the business representative of the Union shall meet at a time mutually agreeable to each; but not more than ten (10) days following the submission of the appeal to the Superintendent.
- B. The Superintendent shall reduce his decision to writing in not more than five (5) working days following the meeting with the business representative.
- C. If the aggrieved is not satisfied with the decision of the Superintendent, he may, within five (5) working days after receiving said decision, proceed to Step V.

Step V.

- A. Within five (5) days of receipt of Superintendent's decision, the aggrieved may request a meeting with a committee of the Board, which will be held within ten (10) days of the request, for the purpose of resolving the grievance - the ultimate decision on the grievance at Step V. will, however, be rendered by the full Board.
- B. If the aggrieved is not satisfied with the disposition of this grievance at Step V, he may within ten (10) days of such decision appeal his case to the Labor Mediation Board.

ARTICLE X

SENIORITY

A. Employees shall be regarded as probationary employees for the first sixty (60) working days of active employment. Laid-off or discharged probationary employees shall not have recourse to the terms of the Agreement.

B. Probationary employees completing their probationary period shall acquire seniority from date of completion of probation.

C. Employees shall be laid off, recalled, or demoted according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is non a classification previously held by the employee.

D. An agreed to seniority list shall be made available to the Union on or about July 1 of each year - such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

E. An employee will lose his seniority for the following reasons:

- (1) He resigns, or (2) He is discharged for cause.

F. Any employee in the bargaining unit selected or appointed to full time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his term of office and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights; provided, that said leave of absence may not exceed a period of time equal to one-half the total year's seniority accumulated by said employee at the time said employee secures his leave of absence. In the event said employee shall fail to return to work after said period of time, as hereinbefore defined, then said employee shall be considered to have quite his job and he shall be removed from the seniority list.

G. Seniority shall cease to accumulate for an employee who is transferred to a supervisory position and his seniority frozen from date of said transfer.

H. During his term of office, the chief steward shall be deemed to head the seniority lists for the purpose of lay-off and recall only; provided, he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE XI

TRANSFERS AND PROMOTIONAL PROCEDURES

Notice of all vacancies and newly created positions shall be posted on employee bulletin board and the employee shall be given two (2) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification.

Any employee temporarily transferred at the request of the School shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

Vacancies created as a result of an employee on an extended sick leave shall be filled on temporary basis. When the employee returns from sick leave the temporary employee shall be laid off. Temporary fillings shall be from new hires.

Transfers to fill vacancies or new positions shall be made within twenty (20) days. If vacancy or new position is not filled within twenty (20) day period, the vacancy or new position shall be reposted for hire.

ARTICLE XII

HOLIDAYS

A. The School will pay eight (8) hours pay for the following holidays even though no work is performed by the employee; providing the employee worked the last scheduled work day prior to and the next scheduled work day after such holiday:

- |                                  |  |
|----------------------------------|--|
| (Last Scheduled Work Day Before) | New Year's Day                                   |
|                                  | Memorial Day                                     |
|                                  | July Fourth                                      |
|                                  | Labor Day  |
|                                  | Thanksgiving Day                                 |
| (Day After)                      | Thanksgiving                                     |
| (Last Scheduled Work Day Before) | Christmas  |
|                                  | Christmas Day                                    |
|                                  | 1/2 Day Good Friday - If No School is in Session |
| (Effective October 1, 1974)      | Good Friday-All Day-If No School is in Session   |

B. Employees required to work on any of the above legal holidays shall receive single time for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.

D. Employees off sick on the holiday, the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay without duplication of pay.

E. In no event will pay for unworked holidays result in wages greater than a normal work week, unless extra hours are worked.

### ARTICLE XIII

#### SICK LEAVE, FUNERAL LEAVE, LEAVE OF ABSENCE

##### Section I.

Each employee covered by this Agreement will be entitled to sick leave accumulated at the rate of one (1) day per month with an accumulation of Sixty (60) Days.

Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury. One day of sick leave may be used when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others. The School may request medical verification from a medical doctor.

##### Section III.

All employees covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: Husband, Wife, Children, Parents, Brother, Sister, Grandparents of Employees, Mother-in-law, or Father-in-law, Step-mother, Step-father, Step-children and Grand Children of the employee. Additional time off may be granted for necessary time to travel to distant states for funeral services - this time to be deducted from sick leave.

##### Section IV.

Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

##### Section V.

A. Leave of absence without pay may be granted for reasonable periods of time for physical or mental illness.

B. All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of leave requested..

C. A position will not be declared vacated while a employee is on a leave of absence.

#### ARTICLE XIV

##### VACATIONS

1. (a) All twelve (12) month employees with from one to five years of service shall receive two weeks vacation with pay each year. Employees with more than five years continuous service shall be entitled to one extra day's vacation for each year of service over five years. The maximum extra vacation time provided herein shall be five (5) days. Earned vacations cannot be carried over from year to year. There shall be no combining of two years vacation. No employee shall be granted vacation between August 15 and the School beginning date.

(b) Effective October 1, 1974:

All employees from one (1) thru Seven (7) years of service shall be entitled to two (2) weeks vacation with pay; Eight (8) years of service thru twelve (12) years of service three (3) weeks vacation with pay; thirteen (13) years of service and over (4) weeks vacation with pay.

2. Employees (upon approval of the school) may be permitted to take their vacation at anytime during the year. Not more than one employee to be on vacation at a time during the school year. Notification to supervisor one pay period in advance. Minimum vacation to be not less than one work week. When two or more employees request the same or overlapping vacation periods the employee who first applied will be given preference. When two or more employees present their request on the same day for the same time or overlapping vacation periods, the preference as to vacation time among said two or more employees shall be made on the basis of their relative seniority.

#### ARTICLE XV

##### JURY DUTY

Recognizing it is in the obligation of every citizen to serve as a Juror when called upon to do so, an employee, called for Jury service, will be granted leave with full pay. However, the money earned as a Juror, except the money received for mileage, shall be deducted from the pay which would normally be earned while serving as a Juror - this provision to apply in the event the School is unable to obtain a waiver.

#### ARTICLE XVI

##### VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall (upon request by the Union) be admitted into the building of the school system during working hours for the purpose of ascertaining whether or not this Agreement



is being observed by the parties or for assisting in the adjusting of grievance, provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE XVII

Section I Hours and Work Week

The regularly scheduled work week shall consist of five eight (8) hour days or a fourth (40) hour work week for all regular assigned full/time employees.

A. Employees will work their regular shift, as outlined below, with the exception of those days when students are not scheduled to be in attendance.

Head Custodian - High School	3:30 p.m. to 12:00 Midnight
Head Custodian - Elementary	4:00 p.m. to 12:30 a.m.
Night Shift Custodian	11:00 p.m. to 7:00 a.m.
Matron Elementary Bldg.	8:00 a.m. to 4:30 p.m.
Matron High and Intermediate	8:30 a.m. to 5:00 p.m.

Student non/attendance days (to mean Summer, Spring and Winter Vacations) 7:00 A.M. to 3:30 P.M. - such schedule of hours shall begin on a Monday of the work week. Shift hours may be changed by mutual agreement between the school and the employee. Notification of such change to be given to the Union.

Mechanic Maintenance and Utility Mechanic hours will be as needed and emergencies arise or determined by the School, except in summer the hours shall be 7:00 a.m. to 3:30 p.m.

B. All hours worked over eight (8) in a twenty four (24) hour period will be paid at a rate of time and one-half ( $1\frac{1}{2}$ ) providing more than forty (40) hours are worked in one week.

C. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half ( $1\frac{1}{2}$ ) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is greater.

D. Scheduled overtime shall be divided and rotated as equally as possible according to seniority in classification within a building. Employees declining overtime shall be considered as having worked their turn of overtime. Should all employees decline overtime, then the least senior employee shall be required to work that overtime assignment. If more than one employee is needed for the overtime work, then the assignment shall be by seniority in reverse until enough employees are scheduled to cover the needs.

E. Each employee covered by this agreement shall be entitled to two (2) ten (10) minute rest periods (on the premises) during their shift.

Section II. Hospitalization and Life Insurance

Hospitalization Insurance:

A. Effective October 1, 1973 \$420.00 per year toward the employees annual premium of M.E.A.

Effective October 1, 1974 \$480.00 per year toward the employees annual premium of M.E.A. Super Medical, Full Family Hospitalization carried by the employees. School will not be obligated to provide duplicate coverage for employees in the school system.

B. An employee may purchase (at full cost to him) additional options such as:

- (1) Survivor's Benefits
- (2) Dependent Life Insurance
- (3) Additional Life Insurance
- (4) Long Term Disability

Life Insurance:

The School will provide \$1,000 Life Insurance and/or Accident Death and Dis- memberment Policy for each employee covered under this contract.

Section III. Hourly Wage Schedule

<u>A. Classification</u>	<u>Probation</u>	<u>October 1, 1973</u>	<u>October 1, 1974</u>
Mechanic-Maintenance	3.40	3.75	4.00
Utility Mechanic	3.40	3.75	4.00
Head Custodian "A"	3.35	3.70	3.95
Custodian "B"	3.30	3.65	3.90
Matron	2.00	2.35	2.55

B. Custodian "B" working the midnight shift shall have a one-half (1/2) hour paid lunch period. Shift differential premium for the midnight shift shall be ten (10¢) cents per hour.

ARTICLE XVII

UNIFORMS

A. Employer agrees to refund each employee, upon turning in a receipt of purchase for five (5) uniforms to be purchased by the employee by the Monday before Labor Day of each year. (Color and quality to be mutually agreed.) Care and up-keep shall be the responsibility of the employee.

B. If an employee terminates or is discharged between September 1 and December 1, the cost of four (4) uniforms will be deducted from his final pay: between December 1 and March 1, an employee terminating or discharged - the cost of three (3) uniforms will be deducted from his final pay; between March 1 and June 1, an em-

ployee terminating or discharged - the cost of two (2) uniforms will be deducted from the employee's final pay; between June 1 and September 1, an employee terminating or discharged - the cost of one (1) uniform will be deducted from his final pay.

#### ARTICLE XIX

##### PART-TIME EMPLOYEES FRINGE BENEFITS

A. Part-time employees are employees who work less than eight (8) hours per day less than a regular forty (40) hour work week and are not twelve (12) month employees.

B. Fringe Benefits - Part-time employees who are twelve (12) month employees will receive pro-rated vacation, holiday, sick leave, and bereavement pay benefits. Part time employees are not eligible for any other fringe benefits.

##### BINDING EFFECTIVE AGREEMENT

THE AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO.

##### Scope, Waiver and Alteration of Agreement

###### Section I.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the School unless executed in writing between the parties hereto and the same has been ratified by the Union.

###### Section II.

The waiver of any breach or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

###### Section III.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby.

##### Termination Change or Amendment

This Agreement shall become effective on October 1, 1973 and remain in full force and effect until September 30, 1975. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail - sixty (60) days prior to its anniversary date.

BOARD OF EDUCATION  
DELTON-KELLOGG SCHOOL DISTRICT

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 547 AFL-CIO

Charles D. Monica  
President

Robert B. Ross  
Business Manager

Julius Bourdo  
Secretary

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Richard Hammond  
President

J. Jordan  
Secretary

## JOB DESCRIPTION

### Maintenance Mechanic

1. Maintenance mechanic shall be responsible for the performance of his duties involving the maintenance of buildings and school properties and school equipment.
2. He will perform the necessary maintenance to include repair of doors, door latches, door openers, locks, window latches, replace window panes, repair cabinets, desks, seats, chairs, light switches, light fixtures, replace light bulbs, guards, repair of cleaning equipment, perform carpentry and painting as required. Repair of building structure, plumbing, electrical (minor installations), hardware, heating ventilating, air conditioning and refrigeration, Building equipment within the schools, boiler room and bus barn.
3. He will perform minor construction, roof repairs, floor repairs and care of Kitchen-cafeteria equipment.
4. Make routine inspections (as requested) of pumps, boiler heating equipment, grease bearings when necessary, check oil levels where required to insure proper operation.
5. He shall give assistance as needed to the unloading or loading of supplies, equipment or materials.
6. Assignment of overtime work shall be within the maintenance area, however, he may be required to perform custodial work if sufficient custodial personnel are not available.

### Utility Mechanic

In addition to any of the duties listed under custodian A. & B. that may be assigned, it will be the responsibility of the Utility Mechanic to be on duty at all night activities that involve the athletic fields. Hours on such assigned days will be from 3:00 P.M. to 11:30 P.M.

### Head Custodian "A"

Head Custodian "A" employee shall be responsible for and be able to perform all of the duties of a Custodian "B" employee and have either the overall responsibility for a building and/or for the supervision of other custodians.

## Custodian "B"

A Custodian "B" employee shall be responsible and able to perform the following:

1. The custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds.
2. He is under the direction of the supervisor of buildings and grounds who is responsible to the Superintendent of Schools.
3. He carries out routine tasks of daily cleaning. 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 chalkracks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.
4. He performs minor repair and maintenance jobs regarding the building structure plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in building and on grounds.
5. He performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceiling, furniture, plumbing and equipment.
6. He carries out assigned tasks of painting, refinishing, constructing and remodeling.
7. He maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as he is directed.
8. 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.
9. 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.

10. 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.
11. He carries out matters of preparing facilities for use at school and community events on the premises, then returns the area to proper condition of regular use.

Matron

A. Care and Cleaning Building:

1. Floors (sweeping, dusting, mopping, sealing, waxing)
2. Washrooms (sweeping, dusting, mopping, disinfecting, cleaning toilet bowls, urinals, mirrors, and sinks, washing walls as required, and filling washroom fixtures)
3. Wastebaskets (empty, clean, and burn contents)
4. Classrooms and other rooms (sweeping, dust, mop, seal, wax, clean doors, walls, windows, cabinets, furniture, and all items of rooms)
5. Light fixtures (wash and dust)
6. Hours of work shall be from 10:30 a.m. to 5:00 p.m. to exclude the allotted lunch period. Hours may be altered, with prior notice, as might be necessary.

B. Set up and Take Down Chairs.

C. Other Duties as assigned by building supervisor (excluding exceptions below.)

D. Matrons will not be requested to perform:

1. Replace florescent tubes or bulbs
2. Operate scrub machine in scrubbing or buffing floors
3. Unload or load trucks
4. Repair or refinish desks or furniture
5. Perform maintenance work
6. Mow lawns
7. Care for athletic field or playground equipment
8. Shovel snow
9. Roof repairs
10. Locker repairs
11. Washing windows (exterior) off the ground
12. Clean incenerator